



# New Britain Township Board of Supervisors

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## *Business Meeting*

Monday, June 3, 2024

7:00 PM – Business Meeting

### Agenda

1. Call to Order
2. Pledge of Allegiance
3. Chair Comments
  - A. The board met in Executive Session before this meeting to discuss personnel, and/or litigation matters.
4. Presentation/ Public Hearings/ Land Development
  - A. 4645 County Line Road
5. Motion to Consider Consent Agenda
  - A. Approve minutes of May 20, 2024, Board of Supervisors meeting.
  - B. Approve regular bills list dated May 30, 2024, in the amount of \$28,495.75.
  - C. Approve prepaid bill list as follows:
    - Dated May 23, 2024, in the amount of \$116,688.90.
    - Dated May 30, 2024, in the amount of \$15,672.15.
  - D. Approve Escrow Release #4 at the Naplin One Limited Partnership, 4371 County Line Road.
  - E. Neshaminy Greenway Trail – Payment #5 (Final) in the amount of \$61,999.48.
6. Action Items
  - A. Verizon Franchise Agreement
  - B. Brittany Farms Streambank Stabilization Bid
  - C. Police Department Chairs Purchase
7. Information Items
  - A. Engineer's Report
  - B. Board of Supervisor's Comment
8. Public Comment

**9. Announcements**

**10. Adjournment**

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, June 17, 2024, 7:00 p.m.** at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda and meeting materials are posted to the Township website prior to the meeting date at [www.newbritaintownship.org](http://www.newbritaintownship.org).*





# NEW BRITAIN TOWNSHIP

207 Park Avenue • Chalfont, PA 18914 • Telephone: (215) 822-1391

## SUBDIVISION & LAND DEVELOPMENT APPLICATION

1.	Date of Application:	April 17, 2024	<b>TOWNSHIP USE ONLY</b>	
2.	Date of Plan or Revision:		Date Received:	4-17-24, K.G. D
3.	Application for:	Hulton Contracting, Inc.	Payment:	\$ 250.00
4.	Name of Subdivision or Land Development:	78 Industrial Drive, LLC	Check #:	# 3090
5.	Location:	4645 County Line Road	Receipt #:	# 15972
6.	Tax Map Parcel #: 26-001-004	Total Acreage: Gross 2.8818	Escrow Acc. #:	
7.	Net Buildable Site Area (from Section 2401):	TBD	Base Site Area	2.4386
8.	Zoning Requirements:			
	Zoning District	IO	Minimum Lot Size	3 acres
	Front Yard	50'	Side Yard	25'
			Rear Yard	50'
9.	Number of Lots or Dwelling Units:	N/A		
10.	Equitable Owner of Record of Land:	Walt Hulton or nominee		
	Address:	310 Ridge Valley Rd		
		Sellersville, PA 18960		
	Phone: (267) 575-5488	E-mail: walt@hultoncontracting.com		
11.	Applicant:	Same		
	Address:			
	Phone:			
	E-mail:			
12.	Registered Engineer or Surveyor:	Crews Surveying, LLC		
	Address:	1806 Deep Run Rd		
		Pipersville, PA 18947		
	Phone: (215) 766-2477	E-mail:		
13.	Type of Water & Sewer:	<input checked="" type="checkbox"/> Public Water	<input type="checkbox"/> Private Water	
		<input checked="" type="checkbox"/> Public Sewer	<input checked="" type="checkbox"/> Private Sewer	
14.	Proposed Use:	K5 - Contracting		

This is to certify that I have read Article V of the New Britain Township Subdivision and Land Development Ordinance and that the accompanying plan meets the requirements of that Article to the best of my knowledge.

Signature of Applicant

Signature of Registered Engineer or Surveyor

**NEW BRITAIN TOWNSHIP  
90-DAY REVIEW PERIOD WAIVER**

I/We, the applicant, understand that the time necessary for adequate review of this application and plans for compliance with current Zoning and Subdivision & Land Development Ordinances, including reviews of any revised plans, may exceed the 90-day review period stipulated under the Municipalities Planning Code.

In recognition of the above, I/we hereby waive the 90-day review period, with the understanding that I/we may revoke this waiver at any time in the future, upon 30-day written notice to the New Britain Township Zoning Officer.

Name of Subdivision/Land Development: 78 Industrial Drive LLC  
Tax Map Parcel Number(s): 26-001-004  
Signature of Applicant: [Signature] Date: 4/17/24  
Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_







**NEW BRITAIN TOWNSHIP  
SUBDIVISION & LAND DEVELOPMENT PROCEDURES  
INFORMATION FOR APPLICANTS**

**Applications:**

All formal applications must be submitted to the Township Zoning Officer during regular office hours.

All required plans, fees and accompanying documentation must be submitted to the Township in accordance with the New Britain Township Plan Submission Checklist (attached). No application shall be considered complete without this information.

If the application is found to be incomplete, the Zoning Officer will advise the applicant, in writing, of the deficiencies within five (5) business days.

If the application is found to be complete, the application will be date-stamped and a letter will be forwarded to the applicant with the anticipated application processing dates and scheduled Planning Commission and Board of Supervisor's meeting dates. The application will then be distributed for review to the Township professional staff, boards, commissions and professional consultants.

*If for any reason the Planning Commission does not meet within 30 days of the initial application filing approval date of the Township Zoning Officer, the Municipalities Planning Code (MPC) timetable for plan review processing will then automatically begin, unless waived by the applicant.*

**Review Process:**

Upon receipt of the Township Engineer's review letter, it is recommended that the applicant conference with Township staff and/or the Township Engineer prior to the scheduled Planning Commission meeting when the Planning Commission would consider the application for a recommendation. During the conference, if it is determined that the application will require substantial revisions for compliance with Township ordinances, the Township staff and/or engineer will advise the applicant of an appropriate course of action for revising the application. An extension/waiver to the 90-day limit (attached to SALDO Application), as set forth by the MPC, may be necessary to allow sufficient time for the applicant to make necessary plan revisions and for Township staff and its engineer to review the revised application.

All revised applications must be resubmitted directly to the Township Zoning Officer. It shall be the responsibility of the applicant to submit the same number of revised plans to the Township as with the original application.

**Recommendations and Plan Decisions:**

The applicant is responsible for posting the property, notifying property owners within 1000ft (or adjoining owners for minor plans), and submitting an affidavit of mailing & the mailings content to the Township five days prior to the plans appearing before the Township Planning Commission (§ 22-401.8 General Procedures).

The Planning Commission in its review shall consider the comments, if submitted, of the Bucks County Planning Commission, Fire Marshal, Bucks County Conservation District and Township professional staff and consultants. At their anticipated monthly meeting, the Planning Commission may do any of the following:

- Recommend that the applicant address plan deficiencies or unresolved planning issues with Township staff.
- Recommend to the Board of Supervisors that the plan be approved with conditions and specifically list such conditions.
- Recommend to the Board of Supervisors that the plan be denied and specifically list the reasons for such a recommendation.

The Board of Supervisors shall take official action on all applications, after receiving the Township engineer's report and the recommendation by the Planning Commission and within the 90-day time limit, unless the applicant grants a time extension/waiver. The action of the Board of Supervisors shall be in writing and communicated to the applicant by mail within five (5) days following the date of the official action.



### **Record Plans:**

Final record plans to be recorded must be submitted *directly to the Township Engineer* for review and execution prior to approval by the Board of Supervisors. The plans must include four (4) paper copies of the record plan(s). All record plans must bear the original seal and signature and title of the professional engineer or land surveyor responsible for preparation of the plans and bear the notarized signature of the land owner(s). At the time of record plan submission, five (5) complete paper sets of construction drawings should be submitted to the Township Engineer to be stamped approved for construction.

No final record plans shall be recorded for any project unless all of the following have been satisfied:

- All conditions of final approval have been met (including water and sewer approvals/agreement) and approved by Township Solicitor and Engineer.
- All required outside agency approvals/permits have been obtained.
- All Township legal, engineering, planning and administrative costs relative to the plan submission have been paid in full.
- The required financial security and developer's agreements have been executed and the construction escrow has been posted with the Township.

The Township Solicitor will record all final record plans at the Bucks County Courthouse. The Township will notify the applicant when the copies of the recorded plans are available to be picked up at the Township Zoning Office.

### **Contract for Professional Services Agreement and Professional Escrows:**

The applicant shall be responsible for maintaining the original escrow balance relative to the escrow account established with the Township for the payment of Township incurred costs and fees on behalf of the applicant per the Contract for Professional Services Agreement. The Township shall forward an invoice to the applicant setting forth the amount deducted from said escrow account for payment of costs and fees. Within fourteen (14) days of the date of the invoice, the applicant shall remit the amount of the invoice to the Township, thereby bringing the balance of the escrow back to the original amount. In the event the applicant's escrow account balance falls below the original amount, the Township may direct its professionals and consultants to cease work on the applicant's submission until such time as the escrow account balance is restored to its original amount.

Any applicant who desires to meet with the Township's professionals or consultants prior to submitting a plan application shall execute a Contract for Professional Services Agreement with the Township and post an escrow amount to be determined therein to cover any costs incurred by the Township associated with the aforementioned consultations.

The applicant should also be advised that the Township has enacted a "Disclosure Ordinance No. 2001-09-01" which mandates that the seller of any lot divulge certain information to the purchaser of the lot prior to settlement.

*\*These guidelines may be amended from time to time, as needed.*









**STORMWATER MANAGEMENT DESIGN & SOIL TESTING NOTATION:**  
 SEE COMMENTS TO SHEET 1 FOR ADDITIONAL INFORMATION.  
 1. ALL SOILS ARE CLASSIFIED AS "C" OR "D" BASED ON THE RESULTS OF THE SOIL TESTING.  
 2. THE SOIL TESTING WAS CONDUCTED BY A LICENSED PROFESSIONAL ENGINEER.  
 3. THE SOIL TESTING RESULTS ARE ATTACHED TO THIS PLAN.  
 4. THE SOIL TESTING RESULTS INDICATE THAT THE SOILS ARE SUITABLE FOR THE PROPOSED DEVELOPMENT.  
 5. THE SOIL TESTING RESULTS INDICATE THAT THE SOILS ARE SUITABLE FOR THE PROPOSED DEVELOPMENT.

**SITE AERIAL PHOTO DETAIL**  
 SCALE 1"=40'  
 1. PRE-CONSTRUCTION STORMWATER MANAGEMENT PLAN NATURAL  
 2. PRE-CONSTRUCTION STORMWATER MANAGEMENT PLAN EROSION CONTROL PLAN  
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 16. PRE-CONSTRUCTION STORMWATER MANAGEMENT PLAN EROSION CONTROL PLAN

**Slope Legend**

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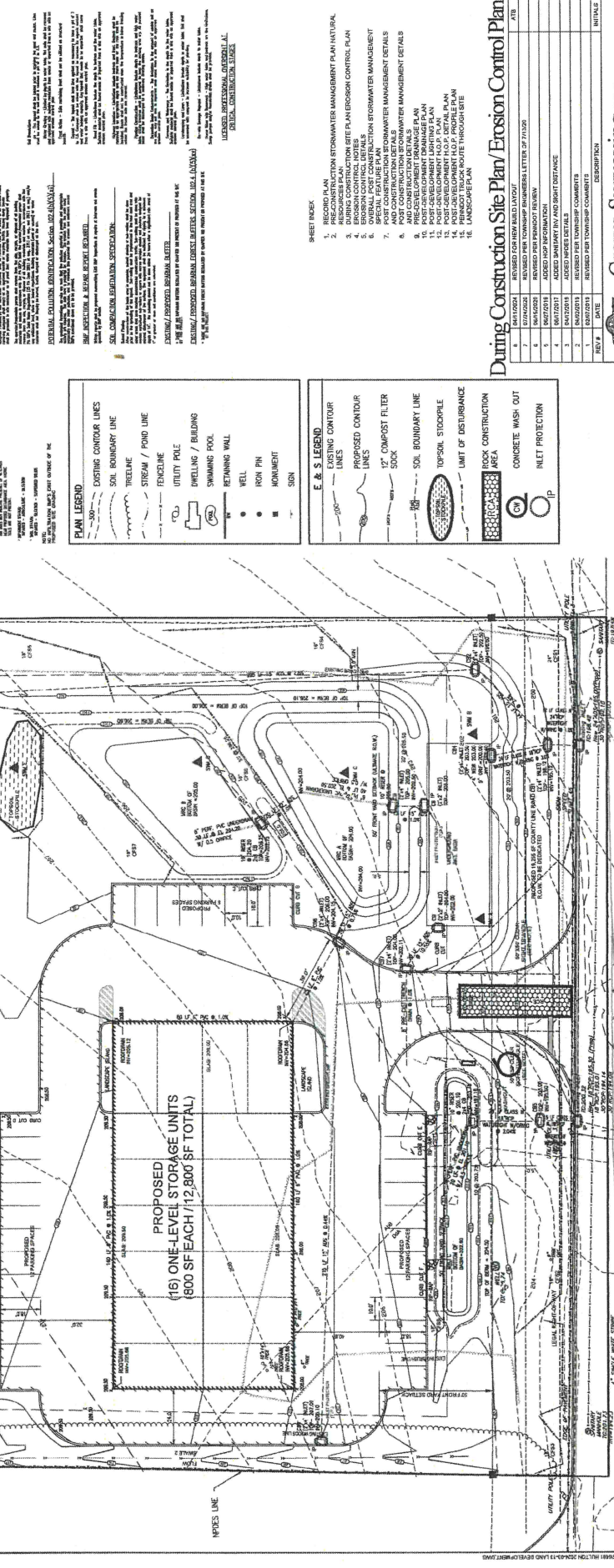
**UNIQUE REQUIREMENTS AND DESIGN NOTES:**

1. The site is located in the unincorporated area of Bucks County, PA. The site is zoned R-1 (Residential Single-Family). The site is located on the east side of County Line Road, approximately 0.5 miles north of the intersection with State Route 262.
2. The site is currently vacant and has been previously used for agricultural purposes. The site is located on a 10-acre parcel.
3. The site is located in a flood plain area. The site is located in the 100-year flood plain. The site is located in the 500-year flood plain.
4. The site is located in a wetland area. The site is located in the wetland area. The site is located in the wetland area.
5. The site is located in a riparian area. The site is located in the riparian area. The site is located in the riparian area.
6. The site is located in a sensitive area. The site is located in the sensitive area. The site is located in the sensitive area.
7. The site is located in a historic area. The site is located in the historic area. The site is located in the historic area.
8. The site is located in a scenic area. The site is located in the scenic area. The site is located in the scenic area.
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25. The site is located in a natural area. The site is located in the natural area. The site is located in the natural area.
26. The site is located in a cultural area. The site is located in the cultural area. The site is located in the cultural area.
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29. The site is located in a natural area. The site is located in the natural area. The site is located in the natural area.
30. The site is located in a cultural area. The site is located in the cultural area. The site is located in the cultural area.

**GENERAL NOTES:**

1. THE SITE IS LOCATED IN THE UNINCORPORATED AREA OF BUCKS COUNTY, PA. THE SITE IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY). THE SITE IS LOCATED ON THE EAST SIDE OF COUNTY LINE ROAD, APPROXIMATELY 0.5 MILES NORTH OF THE INTERSECTION WITH STATE ROUTE 262.
2. THE SITE IS CURRENTLY VACANT AND HAS BEEN PREVIOUSLY USED FOR AGRICULTURAL PURPOSES. THE SITE IS LOCATED ON A 10-ACRE PARCEL.
3. THE SITE IS LOCATED IN A FLOOD PLAIN AREA. THE SITE IS LOCATED IN THE 100-YEAR FLOOD PLAIN. THE SITE IS LOCATED IN THE 500-YEAR FLOOD PLAIN.
4. THE SITE IS LOCATED IN A WETLAND AREA. THE SITE IS LOCATED IN THE WETLAND AREA. THE SITE IS LOCATED IN THE WETLAND AREA.
5. THE SITE IS LOCATED IN A RIPARIAN AREA. THE SITE IS LOCATED IN THE RIPARIAN AREA. THE SITE IS LOCATED IN THE RIPARIAN AREA.
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**PROPOSED STORAGE UNITS**  
 (16) ONE-LEVEL STORAGE UNITS  
 (800 SF EACH / 12,800 SF TOTAL)



**PLANNING LEGEND**

- EXISTING CONTOUR LINES
- SOIL BOUNDARY LINE
- TREELINE
- STREAM / POND LINE
- FENCELINE
- UTILITY POLE
- DWELLING / BUILDING
- SWIMMING POOL
- RETAINING WALL
- WELL
- IRON PIN
- HORNMENT
- SION

**E & S LEGEND**

- EXISTING CONTOUR LINES
- PROPOSED CONTOUR LINES
- 12" COMPOST FILTER
- SOIL BOUNDARY LINE
- TOPSOIL STOCKPILE
- LIMIT OF DISTURBANCE
- ROCK CONSTRUCTION AREA
- CONCRETE WASH OUT
- INLET PROTECTION

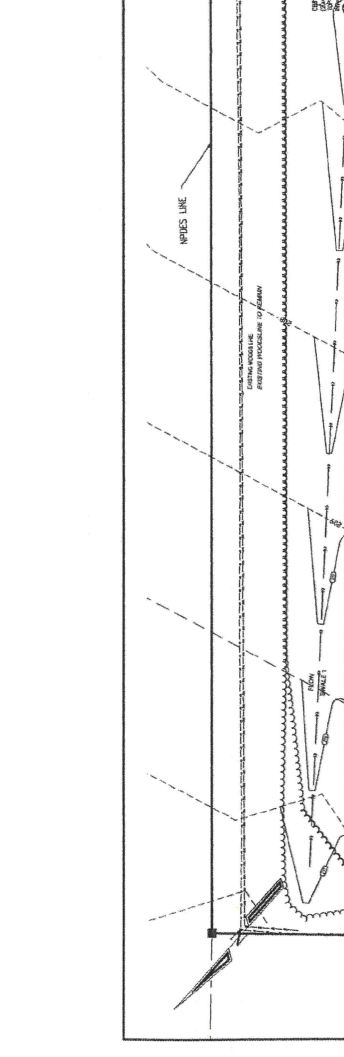
**GRAPHIC SCALE**  
 1" = 20'

**NOTICE:** THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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**PROPOSED STORAGE UNITS**  
 (16) ONE-LEVEL STORAGE UNITS  
 (800 SF EACH / 12,800 SF TOTAL)

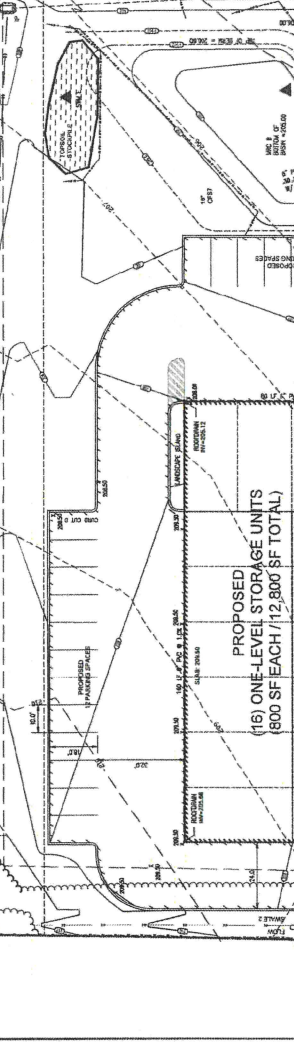


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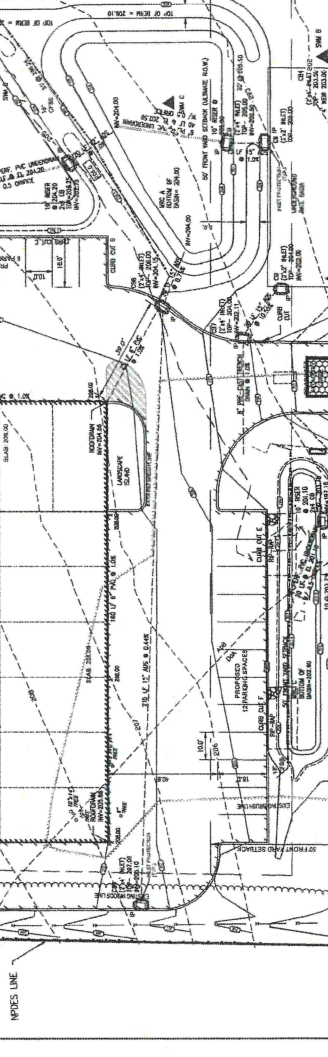


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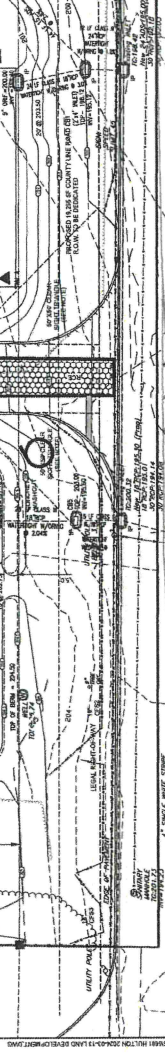


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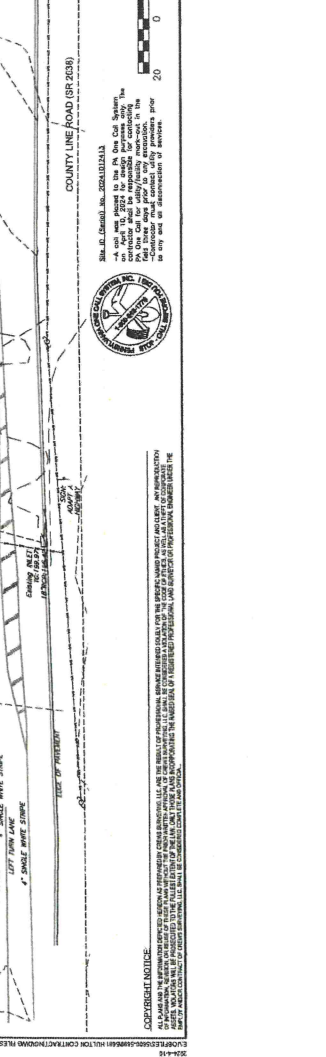
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**CREWS SURVEYING, LLC**  
 PROFESSIONAL SURVEYORS  
 1000 W. MARKET STREET, SUITE 200  
 PHILADELPHIA, PA 19107  
 TEL: 215-381-1111  
 FAX: 215-381-1112  
 WWW.CREWSURVEYING.COM

**LAND DEVELOPMENT PLAN**  
 PREPARED FOR  
 4645 COUNTY LINE ROAD  
 TAX MAP PARCEL 26-001-004  
 SITUATE IN  
 NEWBRIGHT TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

**DATE:** SEPTEMBER 10, 2019  
**SCALE:** 1" = 20'  
**PROJECT NO.:** 19-001  
**DRAWN BY:** J. B. BROWN  
**CHECKED BY:** J. B. BROWN  
**DATE:** 09/10/19  
**SCALE:** 1" = 20'  
**PROJECT NO.:** 19-001  
**DRAWN BY:** J. B. BROWN  
**CHECKED BY:** J. B. BROWN  
**DATE:** 09/10/19

**PROPOSED STORAGE UNITS**  
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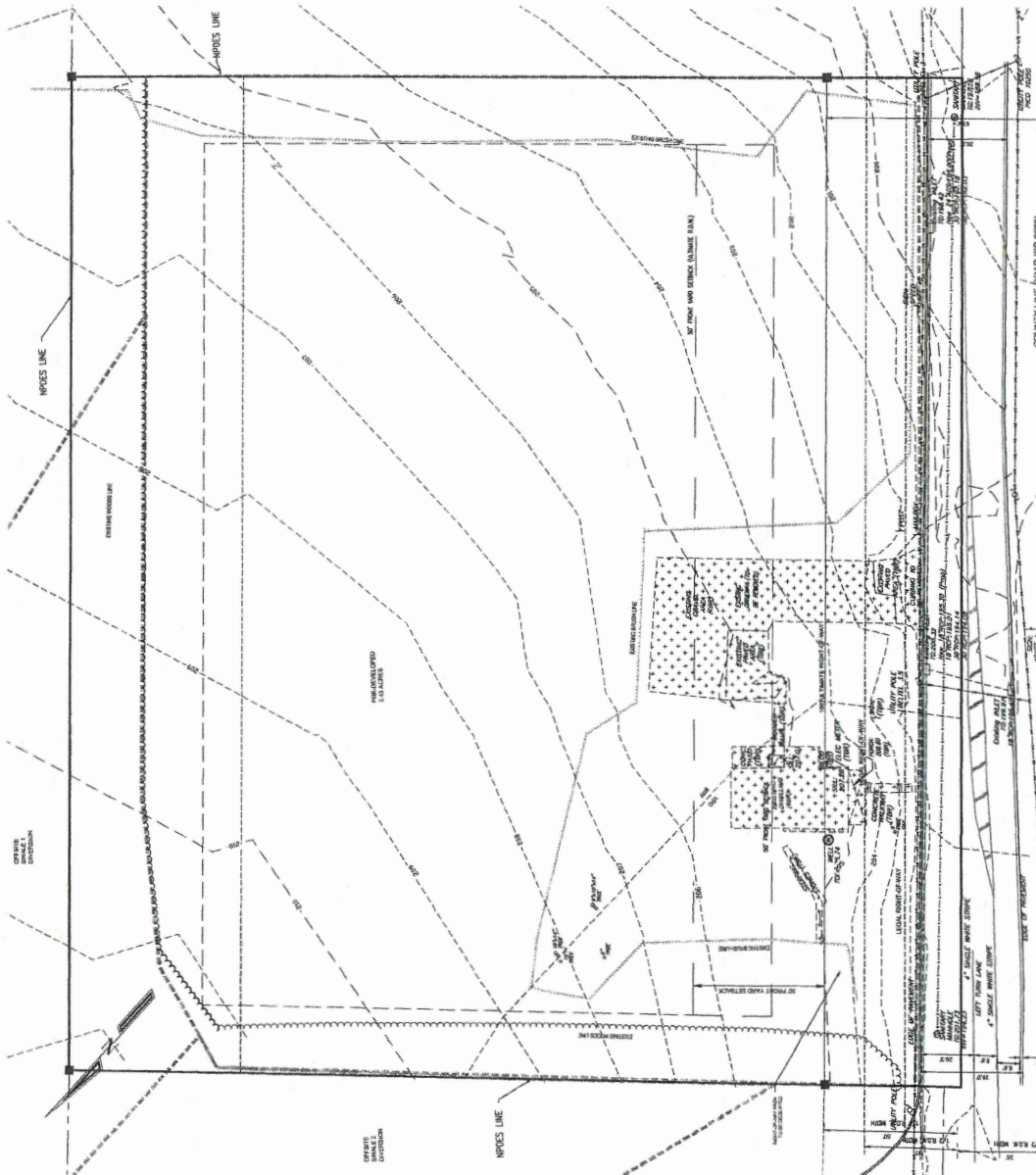






**PLAN LEGEND**

	EXISTING CONTOUR LINES
	SOIL BOUNDARY LINE
	TREE LINE
	STREAM / POND LINE
	FENCE LINE
	UTILITY POLE
	DWELLING / BUILDING
	SWIMMING POOL
	RETAINING WALL
	WELL
	IRON PIN
	MONUMENT
	SONAR
	PRE-DEVELOPMENT DRAINAGE AREA LINE



**COUNTY LINE ROAD (SR 2088)**

INfiltration TEST	DEPTH TO LIMITING ZONE
TEST #1	4'
TEST #2	6'
TEST #3	8'
TEST #4	10'
TEST #5	12'

**INfiltration TEST RESULTS**

TEST #	DEPTH	INfiltration RATE
1	4'	0.007 PER HOUR
2	6'	0.007 PER HOUR
3	8'	0.007 PER HOUR
4	10'	0.007 PER HOUR
5	12'	0.007 PER HOUR



**PRE-DEVELOPMENT DRAINAGE PLAN**

THIS DRAWING IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE APPROPRIATE AGENCIES. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN OF THE DRAINAGE SYSTEM AS SHOWN ON THIS DRAWING. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN OF THE DRAINAGE SYSTEM AS SHOWN ON THIS DRAWING.

**PRE-DEVELOPMENT DRAINAGE PLAN**

1. PRE-DEVELOPMENT DRAINAGE PLAN

2. PRE-DEVELOPMENT DRAINAGE PLAN

3. PRE-DEVELOPMENT DRAINAGE PLAN

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16. PRE-DEVELOPMENT DRAINAGE PLAN

17. PRE-DEVELOPMENT DRAINAGE PLAN

18. PRE-DEVELOPMENT DRAINAGE PLAN

**REVISED PER TOWNSHIP COMMITTEE**

NO.	DATE	DESCRIPTION	INITIALS
1	01/10/24	REVISED PER TOWNSHIP COMMITTEE	ATB
2	01/10/24	REVISED PER TOWNSHIP COMMITTEE	ATB
3	01/10/24	REVISED PER TOWNSHIP COMMITTEE	ATB
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16	01/10/24	REVISED PER TOWNSHIP COMMITTEE	ATB
17	01/10/24	REVISED PER TOWNSHIP COMMITTEE	ATB
18	01/10/24	REVISED PER TOWNSHIP COMMITTEE	ATB

**CREWS SURVEYING, LLC**

100 DEEP RUN ROAD, SUITE B  
 PENNSYLVANIA, PA 15147

TEL: 717-242-1111  
 FAX: 717-242-1111  
 WWW.CREWSURVEYING.COM

**LAND DEVELOPMENT PLAN**

4645 COUNTY LINE ROAD  
 TAX MAP PARCEL 28-001-004

SITUATE IN  
 NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

STATEMENT # 2014

DATE: 01-10-24

SCALE: 1"=30'

DESIGNED BY: ATB

DRAWN BY: ATB

CHECKED BY: ATB

APPROVED BY: ATB

DATE: 01-10-24

SCALE: 1"=30'

GRAPHIC SCALE: 1"=30'

0 20 40 60





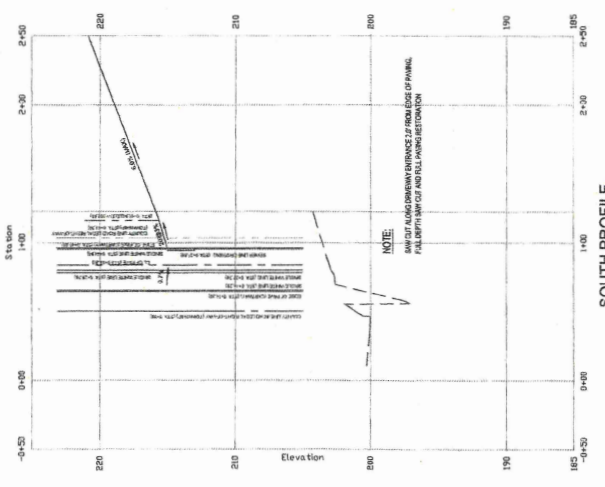
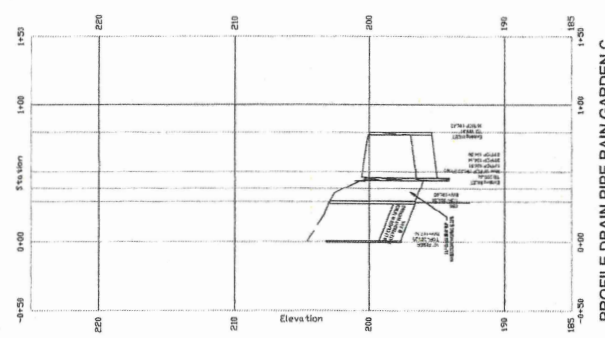
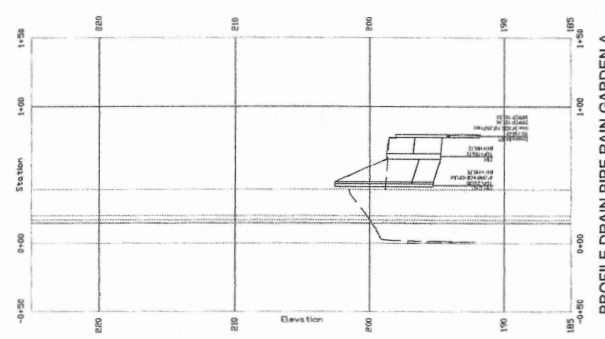








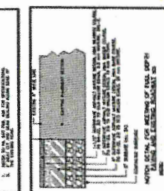
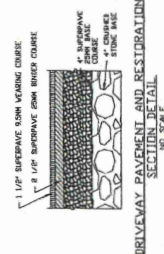




PROFILE DRAIN PIPE RAIN GARDEN A

PROFILE DRAIN PIPE RAIN GARDEN C

SOUTH PROFILE



**SIGHT TRIANGLE NOTE:**

APPLICANT (OWNER) IS REQUIRED TO MAINTAIN THE AREA OF THE CLEAR SIGHT TRIANGLE AND THE TRIANGLE HAS THE RIGHT TO ENTER THE AREA AND PERFORM IMPROVEMENTS AS DEEMED CRITICAL TO PUBLIC SAFETY.

ROAD AND UTILITY LOCATIONS: THESE ARE NOT TO BE CONSIDERED AS GUARANTEED. THE APPLICANT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND ROAD LOCATIONS. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NO SCALE

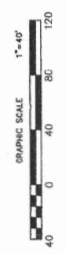
**Post-Development H.O.P. Profile Plan**

NO.	DATE	DESCRIPTION	INITIALS
1	04/11/2017	ISSUED FOR PERMITS	
2	04/11/2017	ISSUED FOR PERMITS	
3	04/11/2017	ISSUED FOR PERMITS	
4	04/11/2017	ISSUED FOR PERMITS	
5	04/11/2017	ISSUED FOR PERMITS	
6	04/11/2017	ISSUED FOR PERMITS	
7	04/11/2017	ISSUED FOR PERMITS	
8	04/11/2017	ISSUED FOR PERMITS	
9	04/11/2017	ISSUED FOR PERMITS	
10	04/11/2017	ISSUED FOR PERMITS	
11	04/11/2017	ISSUED FOR PERMITS	
12	04/11/2017	ISSUED FOR PERMITS	
13	04/11/2017	ISSUED FOR PERMITS	
14	04/11/2017	ISSUED FOR PERMITS	
15	04/11/2017	ISSUED FOR PERMITS	
16	04/11/2017	ISSUED FOR PERMITS	

**Crews Surveying, LLC**  
 1500 DEEP PAIR ROAD, SUITE E • 01816-0277 • 617-843-1818  
 www.crewssurveying.com  
 NEW HAMPSHIRE, PA 19371

LAND DEVELOPMENT PLAN  
 PREPARED FOR  
 4845 COUNTY LINE ROAD  
 TAX MAP PARCEL 28-001-004  
 SITUATE IN  
 NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

SEPT 15, 2017  
 DRAWN BY: [Name] DATE: [Date]  
 CHECKED BY: [Name] DATE: [Date]  
 SCALE: 1"=40'  
 SHEET NO. 1 OF 1



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**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

May 28, 2024

File No. 2400186

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

Subject: 4645 County Line Road, Amended Final Review 1  
Hulton Contracting, Inc. (TMP #26-001-004)

Dear Dave:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the submission for the above-referenced project. Upon review by our office, we offer the following comments for consideration:

I. Submission

- A. Land Development Plans for 4645 County Line Road as prepared by Crews Surveying, LLC, dated September 3, 2018, last revised April 11, 2024, consisting of sheets 1 to 16 of 16.
- B. Stormwater Management Report for 4645 County Line Road, prepared for Crews Surveying, LLC, by Boyer Engineering, LLC., dated October 26, 2018, last revised April 8, 2024.

II. General Information

The Amended Final Land Development Plan proposes a 12,800-SF storage building noted as a K5 – Contracting use, a use permitted by-right, on a 2.88-acre lot located within the Industrial-Office (IO) District. The plan was previously approved by the Board of Supervisors by Resolution #2019-19 on July 15, 2019. The approved plan proposed a 6,000-SF storage building with an office, with a future 4,500-SF storage facility addition. The subject site, on the northeastern side of County Line Road (S.R. 2038), is currently vacant. The site is bounded by the RR Residential District to the east, Metro Storage to the north and a residential dwelling to the south. Across the street is Hatfield Township's Commercial Zoning District in Montgomery County.

Thirty-two (32) off-street parking spaces are proposed. Stormwater management is proposed to be accomplished by three rain gardens and underground detention basin. We note the previously approved plan proposed public water and sewer services along County Line Road, however, the amended plan does not show any proposed utility connections.

III. Review Comments

A. Conditional Preliminary/Final Land Development Approval Resolution #2019-19

- 1. Condition #1 – The Applicant shall comply with all recommendations from the Gilmore and Associates review letter, including comments of the New Britain Township Fire Marshall. The Plumbing Code requires that the structure has a fire sprinkler and be tied into public water.
- 2. Condition #7 – When contributing a fee-in-lieu of improvements, the Applicant shall be required to submit payment of 50% of the estimated cost of the required, waived public improvements. Fifty percent of the estimated cost for road widening and sidewalk results in a contribution of **\$19,817.36**.

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

3. Condition #8 – At the Township's discretion, the Applicant shall contribute the required park and recreation improvements to the Township, or pay a fee in lieu of (\$2,500.00/4,000 square feet of building area). Based on an amended building area of 12,800 square feet, a fee in lieu of **\$8,000.00** would be required.
4. Condition #9 – The Applicant shall obtain the ("DEP") NPDES & E&S Permit, DEP Sewage Planning Module, Bucks County Health Department, Water and Sewer Authority approval. Copies of all outstanding approvals shall be forwarded to the Township upon receipt.
5. Condition #10 – The Applicant shall provide written verification of approval from the Chalfont-New Britain Township Joint Sewer Authority as to sanitary sewer service to the property. As noted above, no sewer connections are shown on the amended plan. The Applicant should indicate the proposed connection to public sewer.
6. Condition #11 – The Applicant shall provide written verification of approval from the North Penn Water Authority as to public water service to the property. Water service shall be shown.
7. Condition #12 – The Applicant shall execute the required Stormwater Maintenance Agreement. The Applicant shall pay the required stormwater fee of **\$938.00** (\$2.50 per linear foot of existing roads within the development) contemporaneously with execution of Development Agreements.
8. Condition #13 – The Applicant shall pay the Stormwater BMP Maintenance Guarantee Fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction and continued maintenance of such facilities by the owner of the subject property. The fee, based on 5% of the construction costs of all the BMPs proposed, is **\$6,440.00**.
9. Condition #15 – The Applicant shall submit all necessary legal descriptions.
10. Condition #16 and 19 – The Applicant shall execute Development and Financial Security Agreements and all other development documents prior to recording of Record Plans. Applicant shall post sufficient financial security in a form to be approved by the Solicitor and proof of insurance coverage shall be provided to the Township. An escrow for the approved layout was previously reviewed and shall be revised based on the amended layout and resubmitted.
11. The waiver from Section §22-706.2.B, from installing sidewalk along the existing frontage of County Line Road was conditioned upon the right-of-way being graded for future installation of sidewalks. The area on the northern side of the driveway shall be regraded to provide a minimum 10-foot-wide area behind the curb with a 2% cross slope along the frontage.

B. Zoning Ordinance Comments

1. §27-300.b & 305.K.K5 – Final approval was previously granted for a K5 Contracting Use which is defined as contractor offices and shops. The amended plan proposes sixteen (16) adjoining storage units which appears to meet the definition of a J25 Mini-Warehouse use. We note that a Mini-Warehouse Use is defined as storage units contained in single-story structures only accessible from the exterior. We do not recommend Amended Final approval for a J25, Mini-Warehouse Use until the plans are revised. The correct use and zoning dimensional regulations shall be updated and any necessary variances obtained from the Zoning Hearing Board.
2. §27-2600 – The Applicant shall submit any sign applications and supporting documentation to the Township Zoning Officer for review and approval prior to installation of any signage.
3. §27-2105 and 2109 – The Chain Link Fence and Gate Detail notes an 8-foot-high fence. The height of the security gate should be verified and noted on the plan. The proposed security gate appears to be directly in line with the front yard setback and the plans should clarify if the gate extends past the driveway. The Zoning Officer shall review fence and gate locations and details.
4. §27-2904.a.5. – All parking areas shall include clearly defined and marked traffic patterns. Traffic striping, markings, and signage should be proposed and detailed throughout the parking lot to direct the flow of traffic.



5. §27-2904.g.5. – All paved areas, except curbs or concrete sidewalks, shall be set back a minimum of 20 feet from the exterior structural walls of any industrial building. This setback shall not apply to driveways entering into a garage, delivery entrance, vehicle service bay or carport. The driveway around the northwestern side of the building is directly adjacent to the building. In addition, the two landscape islands on the northeastern and southwestern sides of the building do not provide the required 20-foot separation. Finally, all access doors to the building should be shown on the plan to clarify if the separation is required.
  6. §27-2904.h.2 – One deciduous tree shall be required for every 4,000 square feet of paved area. Based on 27,400 square feet of paved area, 7 deciduous parking lot trees are required. The plan appears to provide two parking area trees. Five (5) additional trees should be provided.
  7. §27-2904.i.1 – Based on thirty-two proposed parking spaces, two (2) accessible parking spaces are required. Accessible parking spaces and an accessible path to the building entrance shall be provided along with spot elevations.
  8. §27-2906.b.1. – Industrial uses with a gross floor area between 6,000 and 19,999 square feet shall provide one (1) off-street loading space. The parking lot layout should be revised to provide the required 14-foot by 60-foot loading space.
  9. §27-2906.c. – Fire lanes shall be provided where required by state, federal or local regulations and are subject to review by the Township Fire Official. The PennDOT Truck Route Through Site Plan provides the circulation for a 30-foot-long vehicle. A circulation plan should be provided for the revised parking lot layout to demonstrate a 42-foot-long fire truck can navigate the site. Additional truck movements shall be provided for longer vehicles if they are anticipated for the site. The circulation plan should be reviewed and approved by the Fire Marshall. Any limits on truck sizes shall be noted on the Record Plan.
- C. Subdivision and Land Development Ordinance Comments
1. §22-502. – The following comments related to plan notes shall be addressed:
    - a. The Board of Supervisors signature block should be revised to remove the Chairman line and provide five (5) signature lines.
    - b. Metes and bounds shall be provided for the legal and ultimate rights-of-way on the Record Plan.
    - c. Notes should be added to the Record Plan offering the area between the title line and the legal right-of-way to PennDOT. In addition, an easement should be provided to the Township for the area between the legal right-of-way and the ultimate right-of-way.
    - d. A note on the Record Plan indicates 19,265 SF County Line Road R.O.W. to be dedicated. This note should be revised to separately note the areas within the legal and ultimate rights-of-way.
    - e. The width of the driveway entrance should be dimensioned on the Record Plan.
    - f. The soils line should be removed from the Record Plan.
    - g. All plans to be recorded should be noted on the Sheet Index of the Record Plan.
  2. §22-502.J. – The following comments related to details should be addressed:
    - a. The Lighting Plan provides a detail for a pole mounted light. However, the plan appears to show only building-mounted lights. Details for the proposed wall mounted lights should be provided. In addition, if any pole mounted lights are proposed, a detail for the light pole foundation should be provided.
    - b. The Chain Link Fence and Gate Detail notes a 10-foot-wide gate for the 25-foot-wide driveway. The width shall be verified.
  3. §22-705.1.G – The previously submitted Highway Occupancy Permit expired on June 12, 2021. An updated Highway Occupancy Permit is required for the proposed driveway and other site improvements within the County Line right-of-way.



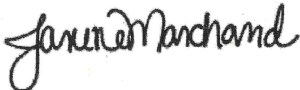
4. §22-706.1.D. – All proposed curbs shall have a minimum radius of curvature of five feet. The radii of all curbs should be noted on the Record Plan. It appears that the curbs along the parking spaces have radii of less than 5 feet and should be revised.
  5. §22-711.3 – The following comments related to the grading design/plan shall be addressed:
    - a. The top and bottom of curb elevations should be provided at the curb corners and radii to clarify the drainage throughout the parking area. Based on the proposed 209 contour and the 208.50 spot elevation at Curb Cut D, the parking area will have a slope of 0.4%. We recommend the grading be revised to provide a minimum slope of 1% across all paved areas.
    - b. The plan notes a spot elevation of 208.50 at Curb Cut D and a spot elevation of 208.50 along the adjacent drive aisle. This appears to indicate a flat area around the curb radii. Additional spot elevations should be provided in this area and the grading revised as necessary to provide positive drainage.
    - c. The proposed 205 and 206 contours extend through the curb and do not accurately represent the 8-inch curb reveal. These contours should be revised.
    - d. The Depressed Curb Detail notes a maximum curb reveal of 1.5" at the depression. This will result in ponding at the curb cuts. A separate curb cut detail should be provided for the curb cuts specifying the curb be flush with the pavement and should include the riprap aprons. The elevation of the curb cuts should be noted on the plan as well.
  6. §22-711.7 – We recommend a water tolerant seed mix be specified for the rain gardens.
  7. §22-713.5 .B.(2) – A minimum six-foot wooden shadow-box fence, or approved equal, on at least three sides, with a staggered row of evergreen trees planted every 10 feet along the fence perimeter shall be provided for trash collection areas. The plans should clarify if an outdoor trash collection area will be provided. Screening shall be provided as necessary.
  8. §22-714.2 – The Post-Development Lighting Plan does not appear to provide adequate lighting for the parking spaces and the access drive around the northwestern side of the building. Additional lighting shall be provided in accordance with the Township lighting requirements.
  9. §22-714.7 – Illumination levels shall have intensities and uniformity ratios in accordance with current recommended IESNA standards. Nonresidential parking, loading facilities and drives associated with industrial uses shall demonstrate maintained footcandles of 0.4 minimum and a 4:1 average to minimum ratio. A point-by-point illumination grid and calculations should be provided to demonstrate the revised light design meets these requirements.
- D. Stormwater Management Ordinance Comments
1. §22-712.4.S. –The following comments related to the underground basin should be addressed:
    - a. The Stormtank Module shows a module with a height of 36 inches. The Rate Basin detail lists elevations for an 18-inch module. The height shall be verified and updated on the plan. The 18-inch orifice connection to the outlet structure should be clarified as well.
    - b. It appears that the concrete foundations for the fence posts would conflict with the design of both Rain Garden C and the underground basin. The location of any proposed fence should be revised as necessary to avoid a conflict with the stormwater BMPs.
    - c. The depth of the amended soils below the basin should be specified.
    - d. A specification or product should be noted for the geotextile fabric.
    - e. A note should be added to the Rate Basin detail requiring the submittal of the storm tank module layout and connections to be approved by the Township prior to construction.
  2. §22-712.5.A – The following comments related to the inlet and pipe capacity calculations should be addressed:

- a. All of the roof leaders appear to drain to a single 6-inch pipe at the southern corner of the building connecting to Inlet CB8. Based on the building footprint, it does not appear that the 6-inch pipe will be adequate for this area. The drainage area to each roof leader should be evaluated to determine the size of the roof leaders required. Pipe sizing calculations should be provided to demonstrate the roof leader sizes and slopes are adequate.
  - b. Inlets CB1, CB3 and CB5 use Known Q values. The drainage area information for these inlets should be provided in the Storm Sewer Inventory Report or separate calculations provided showing these calculations.
  - c. The drainage area to Inlet CB8 is listed as 0 acres. This is not consistent with the flow to this inlet which includes a portion of the parking lot and the roof drains for the entire building which appears to be 0.34 acres. This drainage area should be verified and revised.
  - d. Based on the invert elevation of the discharge pipe in Inlet CB8 in relation to Basin A, the flow from Inlet CB9 and the roof drains will be entering the inlet with a tailwater condition that could backup in the upstream structures. The tailwater condition should be modeled in the pipe capacity reports to demonstrate this design will not surcharge at the upstream inlet or roof drains.
  - e. The Inlet Report lists a ponding depth of 0.64 feet and a spread of 66.49 feet for Inlet CB4 with no bypass flow. Based on the proposed contours, only flows directly towards this inlet will be captured. We note that the flow to this inlet is mainly from the underground basin and not overland flow. The calculations should be revised to include the overland flow and underground basin spillway discharge towards this inlet.
  - f. Line 5 of the Inlet Report has an Inlet ID of "New". This inlet should be identified to determine if the ponding depth and spread at this inlet meets the Township regulations.
3. §22-712.5.F. – Storm sewer shall be installed with a slope not less than 0.50%. The pipe between Inlets CB8 and CB9 has a slope of 0.44% and less than 12 inches of cover over the pipe. This pipe run should be revised to provide a minimum slope of 0.5% and 12 inches of cover in accordance with standard pipe manufacturers' specifications.
  4. §22-712.6. – The following comments related to storm sewer structures should be addressed:
    - a. The 8" Pre-Cast Trench Drain is shown extending beyond the driveway curb. The actual length and width of the trench drain shall be noted. Invert elevations and details for the trench drain and grate should be provided and shall show the connection to Inlet CB8.
    - b. The outlet structure for Rain Garden A notes a top of grate elevation of 205.00. This is not consistent with the MRC detail which specifies a grate elevation of 205.50. The grate elevation should be clarified.
    - c. Invert elevations for the roof drainpipe connections to the inlet should be added to the plan.
    - d. Clarify the inlet top units (Type C, Type M, etc.). Note that Type C inlet tops should not be installed along curved curb.
    - e. The 15" pipe from Inlet CB7 to the underground basin inlet is shown entering the short end of the box. The pipe alignment should be revised to connect to the long side of the box.
    - f. All inlets should be identified with a CB number.
  5. §26-122 – The Applicant obtained an NPDES permit for the approved plans. The amended plans propose changes to the building and site layout. In addition, the permit expires on December 7, 2024 and the application for permit renewal is required 180 days prior to expiration (June 10, 2024). The amended plans should be resubmitted to PADEP for permit renewal and to determine if the amended plans require a revision to the NPDES permit.
  6. §26-124 – The following comments related to the stormwater modeling should be addressed:



- a. The hydrographs in the report are dated April 10, 2024, however, the pond reports for the stormwater BMPs are all dated June 26, 2020. Pond reports used for the revised hydrographs from 2024 should be provided in the report to verify the facilities were modeled accurately.
  - b. The stormwater report models the total discharge from Rain Garden A to the underground basin. Based on a 100-year water elevation of 205.69, there will be discharge from the basin over the spillway. It appears a portion of that spillway discharge will bypass the inlet to the underground basin and drain out to County Line Road. The stormwater report should be revised to model the spillway discharge as bypass flow or the grading revised to ensure the flows are directed to the underground basin inlet.
  - c. The underground basin models a 20-foot-wide spillway at an elevation of 203.50 based on the grading downslope of the underground basin outlet structure. However, the grate would restrict the flow out of the inlet to the spillway. The Pond Report for the underground basin should be revised to model the inlet grate as the spillway.
7. §26-132.1 – The following comments related to the drainage areas should be addressed:
- a. The drainage area plan implies the area over the underground basin will drain to the inlets connected to the basin. This is not consistent with the proposed contours which indicate that a portion of the lawn area will bypass the inlets and drain to County Line Road. The grading should be revised to direct the runoff to these inlets.
  - b. The bypass area of 0.77 acres is not consistent with the boundary shown on the plan. In addition, a portion of the grass area downslope of the Rain Garden C is included in the Diversion Swale 2 drainage area and should be included in the Bypass drainage area. The boundaries should be revised and the areas updated on the plan and in the report.
  - c. The drainage areas for Rain Gardens A and B shall be revised to follow the top of berm.
  - d. Highpoint spot elevations should be provided between the proposed 205 contour lines in the front yard to demonstrate the runoff from the grass area will be directed towards MRC C as indicated by the drainage area boundary.
8. §26-132.2.B – The Overall Post Construction Stormwater Management Plan includes a hatching of 3 parallel lines in most disturbed grass areas outside of the rain gardens. In addition, the grass area along the perimeter of the site is shown with a crosshatch. These hatches should be identified on the plan.
9. §26-132.2.C.(9) & (10) – The statements and signature blocks for these sections shall be provided on a plan sheet to be recorded.

Sincerely,



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

JM/tw

cc: Daniel Fox, Township Manager  
Alexandra Mullin, Executive Assistant  
Scott Holbert, Esquire, Flager & Associates  
Randy Teschner, Fire Marshal  
Todd Savarese, Esq.  
Walt Hulton, Hulton Contracting, Inc., Applicant  
Adam D. Crews, P.L.S., Crews Surveying, LLC.  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.

**BOARD OF SUPERVISORS  
MEETING MINUTES  
May 20, 2024**

The Board of Supervisors Meeting of New Britain Township was held on Monday, May 20, 2024, at the Township Building, 207 Park Avenue, Chalfont, PA beginning at 7:00pm.

Present were Supervisors: Cynthia M. Jones, MaryBeth McCabe Bill Jones, Bridget Kunakorn, Stephanie Shortall. Also present were Dan Fox -Township Manager, Craig Kennard, Township Engineer, Chief Richard Clowser, Scott Holbert, Township Solicitor, and Alexandria Mullin- Executive Administrative Assistant.

1. **Call to Order:** Cynthia Jones called the meeting to order at 7:00 pm.
2. **Pledge of Allegiance:** Cynthia Jones led the Board and public in the Pledge of Allegiance.
3. **Chair Comments** Cynthia Jones stated that the Board met in Executive session, prior to this meeting, to discuss personnel matters and litigation items.
4. **Presentation/ Public Hearings/ Land Development**
  - A. Victims Services Unit- Central Bucks Regional

Representatives from the Victims Services Unit came in to discuss the benefits of offering their services in conjunction with the Police Department. They would serve as a liaison between victims and the Police Officers aiding both parties. The surrounding Townships are currently enrolled, and the Victims Services Unit would like to see New Britain added.

**5. Motion to Consider Consent Agenda**

Marybeth McCabe moved, seconded by Stephanie Shortall, to approve the Consent Agenda:

- A. Approve minutes of May 6, 2024, Board of Supervisors meeting.
- B. Approve regular bills list dated May 16,2024, in the amount of \$144,886.61.
- C. Approve prepaid bill list as follows:
  - Dated May 9,2024, in the amount of \$16,833.91.
  - Dated May 16,2024, in the amount of \$67,590.09.
- D. Approve Escrow Release #2, 84 Schoolhouse Road (Hallmark

Homes).

Bill Jones stated that while he approved the other items on the consent agenda, he would abstain from the approval of the May 6 minutes as he was not present for that meeting.

There was no public comment.

Motion carried 4-0-1.

## **6. Action Items**

### **A. Discuss request from Park & Recreation Committee.**

The Board encourages volunteers to continue to reach out and for volunteers to ask to assist with various activities. If asked, the Board would be more than happy to provide a letter of recommendation for any student or scout requesting one who served as a volunteer for a Park & Recreation Project.

There were no public comments.

### **B. Discuss request from Veterans Committee for plantings at Veterans Memorial.**

Bill Jones motioned to approve the request. Seconded by Marybeth McCabe.

There were no public comments.

All voted aye, motion carried 5-0.

### **C. Approve purchase order for Primepoint (Payroll systems) in the amount of \$3,570.**

Marybeth McCabe motioned to approve the purchase of Primepoint. Seconded by Bridget Kunakorn.

There were no public comments.

All voted aye, motion carried 5-0.

### **D. Approve purchase order for Caselle (Accounting software) in the amount of \$81,150.**

Bridget Kunakorn motioned to approve the purchase of Caselle. Seconded by Marybeth McCabe.

Dan Fox mentioned that the Township would prefer to have the Solicitor review the contract and that better clarity from Caselle was needed prior to signing the purchase agreement.

Marybeth McCabe voiced concerns over the current contract language and felt the Township needed a more in-depth explanation of costs prior to approving and signing.

Bill Jones motioned to table the purchase of Caselle. Seconded by Marybeth McCabe.

There were no public comments.

All voted aye, motion to table carried 5-0.

- E. Motion to amend Resolution 2024-01 for Township Manager change.

Bridget Kunakorn moved, seconded by Stephanie Shortall, to amend Resolution 2024-01.

There were no public comments.

All voted aye, motion carried 5-0.

- F. Accept resignation of Terry Young from Vacancy Board Chair position.

Marybeth McCabe moved, seconded by Bill Jones, to accept the resignation of Terry Young from the Vacancy Board Chair position.

There were no public comments.

All voted aye, motion carried 5-0.

- G. Approve the appointment to Vacancy Board Chair position.

Marybeth McCabe nominated Sarah Baik.

Bridget Kunakorn nominated Sarah Baik.

Cynthia Jones voted yes, Bill Jones voted yes, Bridget Kunakorn voted yes, Marybeth McCabe voted yes, Stephanie Shortall abstained from voting. Motion carried 4-0-1.

There were no public comments.



## 7. Information Items

### A. Departmental Reports

Department heads highlighted key elements from their own report and summarized main events that occurred during the previous month.

### B. Engineer's Report

Craig Kennard went over current projects and involvement that their firm has with the Township and the timeline of events that are set to occur over the next few weeks.

### C. Board of Supervisor's Comment

Marybeth McCabe commended the staff for working on current projects and presenting new ideas and opportunities to improve the Township.

Bridget Kunakorn announced that the Veterans Committee meetings will now be held at 6:00pm.

Bridget Kunakorn also announced that pending approval of the Veterans Committee request, the plantings would take place on June 8<sup>th</sup>.

## 8. Public Comment

## 9. Announcements

The Township Building will be closing early this Friday 5/24 at 1pm.

On May 21<sup>st</sup> will be the Veterans Committee meeting.

On May 23<sup>rd</sup> will be the Environmental Advisory Council meeting.

The next meeting of the Board of Supervisors of New Britain Township will take place on **Monday, June 3, 2024, 7:00 p.m.** at the New Britain Township Building, 207 Park Avenue, Chalfont, PA.

## 10. Adjournment

Stephanie Shortall moved, seconded by Marybeth McCabe, to adjourn the meeting.

The Board unanimously adjourned the meeting at 8:06 pm.

**NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS**

\_\_\_\_\_  
Cynthia M. Jones, Chair

\_\_\_\_\_  
MaryBeth McCabe, Vice-Chair

\_\_\_\_\_  
William B. Jones, III, Member

Attest: \_\_\_\_\_  
Dan Fox  
Township Manager

\_\_\_\_\_  
Stephanie Shortall, Member

\_\_\_\_\_  
Bridget Kunakorn, Member





# MEMO

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**TO:** Board of Supervisors  
**FROM:** Kristin Carpenter  
**DATE:** May 30, 2024  
**SUBJECT:** Schedule of Bills - Regular

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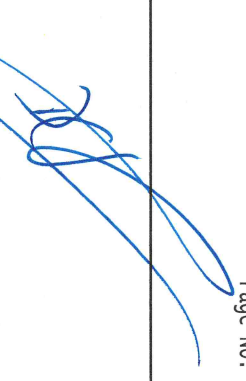
Approve regular bills list dated May 30, 2024, in the amount of \$28,495.75.

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

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

P.O. Type: All  
Range: First to Last  
Format: Detail without line item notes  
Vendors: All  
Rcvd Batch Id Range: KG0523RG to KG0523RG

Include Non-Budgeted: Y  
Prior Year Only: N  
Open: N  
Rcvd: Y  
Bid: Y  
State: Y  
\* Means Prior Year Line



Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Date	chk/Void	Invoice	1099
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AUTOZ005	Autozone, Inc.	24000703	05/20/24	PARTS - PD 48.15	193.99	01-410-370	E	VEHICLE MAINT/REPAIRS-OUTSIDE	R			05/20/24	05/20/24			6203546169	N
				1 PARTS - PD 48.15													
				Vendor Total:	193.99												

BEEBERG	Bee Bergvall & Co	24000718	05/20/24	ACCOUNTING SERVICES	700.00	01-402-300	E	PAYROLL SERVICES & ACCOUNTING	R			05/20/24	05/20/24			41342	N
				1 ACCOUNTING SERVICES													
				Vendor Total:	700.00												

BLOCK005	BLOCK COMMUNICATIONS	24000740	05/22/24	ANTENNAS	517.28	01-410-370	E	VEHICLE MAINT/REPAIRS-OUTSIDE	R			05/22/24	05/22/24			10002495	N
				1 ANTENNAS													
				Vendor Total:	517.28												

CENTR030	CENTRAL BUGS CHAMBER OF COMME	24000700	05/21/24	ANNUAL MEMBERSHIP FEE	195.00	01-400-300	E	GENERAL ADMIN EXPENSE	R			05/21/24	05/21/24			04737	N
				1 ANNUAL MEMBERSHIP FEE													
				Vendor Total:	195.00												

CURTI040	CURTIN & HEEFNER, LLP	24000709	05/06/24	EMPLOYMENT MATTERS	1,012.50	01-404-101	E	SOLICITOR/LABOR	R			05/06/24	05/06/24			10153813	N
				1 EMPLOYMENT MATTERS													
				Vendor Total:	1,012.50												

Vendor Total: 1,012.50





Vendor #	Name	Contract	PO Type	Acct Type	Description	Stat/Chk	First Rcvd	Chk/Void	Invoice	1099
PO #	PO Date	Description	Amount	Charge Account			Enc Date	Date		Excl
<b>LMGFA010 LMG FAMILY PRACTICE</b>										
24000707	05/13/24	PRE-EMPLOYMENT SCREENINGS	180.00	01-400-300	E GENERAL ADMIN EXPENSE	R	05/13/24	05/13/24	16975 051324	N
1		PRE-EMPLOYMENT SCREENINGS								
Vendor Total:			180.00							
<b>MCDON010 MCDONALD UNIFORM COMPANY</b>										
24000696	05/20/24	UNIFORM	160.15	01-410-241	E UNIFORMS/VESTS	R	05/20/24	05/20/24	231092	N
1		UNIFORM								
24000710	05/15/24	UNIFORM	367.60	01-410-241	E UNIFORMS/VESTS	R	05/15/24	05/15/24	231093	N
1		UNIFORM								
24000739	05/22/24	UNIFORM	22.75	01-410-241	E UNIFORMS/VESTS	R	05/22/24	05/22/24	231809	N
1		UNIFORM								
2		UNIFORM	232.07	01-410-241	E UNIFORMS/VESTS	R	05/22/24	05/22/24	231093-01	N
3		UNIFORM	191.09	01-410-241	E UNIFORMS/VESTS	R	05/22/24	05/22/24	229729	N
			445.91							
Vendor Total:			973.66							
<b>PASTA010 PA STATE ASSOC OF BOROUGH</b>										
24000701	05/13/24	CLASSPCW24/CLASSPCD1 - C JONES	25.00	01-400-300	E GENERAL ADMIN EXPENSE	R	05/13/24	05/13/24	R68002	N
1		CLASSPCW24/CLASSPCD1 - C JONES								
Vendor Total:			25.00							
<b>PSATS020 PSATS</b>										
24000704	05/21/24	KUNAKORN 2024 PSATS BOOT CAMP	199.00	01-400-300	E GENERAL ADMIN EXPENSE	R	05/21/24	05/21/24	INV-143318-26F3	N
1		KUNAKORN 2024 PSATS BOOT CAMP								
24000705	05/20/24	MCCABE 2024 PSATS BOOT CAMP	199.00	01-400-300	E GENERAL ADMIN EXPENSE	R	05/20/24	05/20/24	INV-143453-V3W9	N
1		MCCABE 2024 PSATS BOOT CAMP								
Vendor Total:			398.00							



Vendor # Name	PO # PO Date Description	Amount	Contract	PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Enc Date Date	Chk/Void	Invoice	1099 Excl
UNITED010 UNITED INSPECTION AGENCY INC. Continued												
	24000736 05/22/24 OUTSIDE INSPECTIONS	155.00			01-413-122	E OUTSIDE INSPECTIONS	R	05/22/24	05/22/24		154496	N
	1 OUTSIDE INSPECTIONS											
	Vendor Total:	580.00										
WITME010 WITMER PUBLIC SAFETY GROUP, INC												
	24000697 05/03/24 COMPACT BLACK RH GLOCK	50.62			01-410-240	E FIREARMS & SUPPLIES	R	05/03/24	05/03/24		INV471281	N
	1 COMPACT BLACK RH GLOCK											
	24000698 05/08/24 HOLSTER PADDLE & BELT SLIDE	69.37			01-410-240	E FIREARMS & SUPPLIES	R	05/08/24	05/08/24		INV474440	N
	1 HOLSTER PADDLE & BELT SLIDE											
	24000706 05/10/24 STREAMLIGHT TACTICAL LIGHT	376.27			01-410-240	E FIREARMS & SUPPLIES	R	05/10/24	05/10/24		INV475901	N
	1 STREAMLIGHT TACTICAL LIGHT											
	Vendor Total:	496.26										
YCGIN005 YCG, INC.												
	24000695 05/08/24 ELEC SPEEDOMETER CALIBRATIONS	378.00			01-410-223	E TRAFFIC COUNTER	R	05/08/24	05/08/24		233039	N
	1 ELEC SPEEDOMETER CALIBRATIONS											
	Vendor Total:	378.00										
Total Purchase Orders:		30	Total P.O. Line Items:		35	Total List Amount:		28,495.75	Total Void Amount:		0.00	



Totals by Year-Fund								
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total	
GENERAL FUND:	4-01	16,457.00	0.00	16,457.00	0.00	0.00	16,457.00	
PARKS & RECREATION FUND:	4-07	12,038.75	0.00	12,038.75	0.00	0.00	12,038.75	
Total of All Funds:		<u>28,495.75</u>	<u>0.00</u>	<u>28,495.75</u>	<u>0.00</u>	<u>0.00</u>	<u>28,495.75</u>	

Totals by Fund Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND:	01	16,457.00	0.00	16,457.00	0.00	0.00	16,457.00
PARKS & RECREATION FUND:	07	12,038.75	0.00	12,038.75	0.00	0.00	12,038.75
Total of All Funds:		<u>28,495.75</u>	<u>0.00</u>	<u>28,495.75</u>	<u>0.00</u>	<u>0.00</u>	<u>28,495.75</u>



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

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND:	4-01	16,457.00	0.00	0.00	0.00	16,457.00
PARKS & RECREATION FUND:	4-07	12,038.75	0.00	0.00	0.00	12,038.75
Total of All Funds:		<u>28,495.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>28,495.75</u>

# MEMO



**TO:** Board of Supervisors  
**FROM:** Kristin Carpenter  
**DATE:** May 30, 2024  
**SUBJECT:** Schedule of Bills - Prepaid

---

Approve prepaid bills list dated May 23, 2024, in the amount of \$116,688.90.

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

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











Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Rcvd	Enc Date	Date	Chk/Void	Invoice	1099	
VERIZ010	VERIZON															
Continued																
24000690	05/14/24	FIOS SERVICES/EQUIP			168.08	01-430-320		E COMMUNICATIONS/MAINT	R	05/14/24	05/14/24			0001-97	051424	N
				Vendor Total:	190.38											

Total Purchase Orders: 16 Total P.O. Line Items: 29 Total List Amount: 116,688.90 Total Void Amount: 0.00



Totals by Year-Fund		Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
Fund Description								
GENERAL FUND:		4-01	82,793.10	0.00	82,793.10	0.00	0.00	82,793.10
STREET LIGHTING FUND:		4-02	466.03	0.00	466.03	0.00	0.00	466.03
FIRE/AMBULANCE TAX FUND:		4-03	28,258.11	0.00	28,258.11	0.00	0.00	28,258.11
PARKS & RECREATION FUND:		4-07	5,171.66	0.00	5,171.66	0.00	0.00	5,171.66
Total of All Funds:			<u>116,688.90</u>	<u>0.00</u>	<u>116,688.90</u>	<u>0.00</u>	<u>0.00</u>	<u>116,688.90</u>

Totals by Fund								
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total	
GENERAL FUND:	01	82,793.10	0.00	82,793.10	0.00	0.00	82,793.10	
STREET LIGHTING FUND:	02	466.03	0.00	466.03	0.00	0.00	466.03	
FIRE/AMBULANCE TAX FUND:	03	28,258.11	0.00	28,258.11	0.00	0.00	28,258.11	
PARKS & RECREATION FUND:	07	5,171.66	0.00	5,171.66	0.00	0.00	5,171.66	
Total of All Funds:		<u>116,688.90</u>	<u>0.00</u>	<u>116,688.90</u>	<u>0.00</u>	<u>0.00</u>	<u>116,688.90</u>	

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND:	4-01	82,793.10	0.00	0.00	0.00	82,793.10
STREET LIGHTING FUND:	4-02	466.03	0.00	0.00	0.00	466.03
FIRE/AMBULANCE TAX FUND:	4-03	28,258.11	0.00	0.00	0.00	28,258.11
PARKS & RECREATION FUND:	4-07	5,171.66	0.00	0.00	0.00	5,171.66
Total of All Funds:		<u>116,688.90</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>116,688.90</u>



# MEMO

TOWNSHIP OF NEW BRITAIN



**TO:** Board of Supervisors  
**FROM:** Kristin Carpenter  
**DATE:** May 30, 2024  
**SUBJECT:** Schedule of Bills - Prepaid

---

Approve prepaid bills list dated May 30, 2024, in the amount of \$15,672.15.

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

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

P.O. Type: All

Range: First to Last

Format: Detail without line item notes

Vendors: All

Rcvd Batch Id Range: KG0528PD to KG0528PP

Include Non-Budgeted: Y

Prior Year Only: N

\* Means Prior Year Line

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

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
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ADTC0005 ADT COMMERCIAL

24000725	05/09/24	SECURITY SYSTEM	67.50	01-430-370	E	BUILDING MAINTENANCE	R	05/09/24	05/09/24	154939430	N						
		Vendor Total:	67.50														

ALEXA005 ALEXANDER KOMATICK

24000719	05/26/24	MEDICAL REIMBURSEMENT	299.48	01-486-157	E	HEALTH & VISION REIMBURSEMENTS	R	05/26/24	05/26/24	052624	N						
		Vendor Total:	299.48														

ARMOU010 ARMOUR & SONS ELECTRIC I

24000715	05/17/24	TRAFFIC SIGNAL MAINTENANCE	325.00	01-434-300	E	STREET LIGHTING/GEN/NOT DISTRICT	R	05/17/24	05/17/24	910039114	N						
		Vendor Total:	325.00														

ATTM0010 AT&T MOBILITY

24000728	05/13/24	MOBILE PHONE SERVICE	232.59	01-400-320	E	TELEPHONE/COMMUNICATIONS	R	05/13/24	05/13/24	051324	N						
24000728	05/13/24	MOBILE PHONE SERVICE	73.47	01-430-320	E	COMMUNICATIONS/MAINT	R	05/13/24	05/13/24	051324	N						
		Vendor Total:	306.06														

MAGMI010 MACMILLAN OIL COMPANY

24000722	05/21/24	SHOP SUPPLIES	91.00	01-437-300	E	VEHICLE REPAIRS	R	05/21/24	05/21/24	129901	N						
		Vendor Total:	91.00														

Vendor #	Name	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	Invoice	1099
PO #	PO Date	Description	Charge Account	Enc Date	Date	Date	Date		Excl
Item Description	Amount	Charge Account	Acct Type Description						
<b>MCCAL005 MCCALLION TEMPS, INC</b>									
24000714	05/24/24	STAFFING SERVICES							
1	STAFFING SERVICES	585.23	01-400-300	R	05/24/24	05/24/24		11560	N
Vendor Total:		585.23							
<b>NORTH050 NORTH PENN WATER AUTHORITY</b>									
24000723	05/20/24	WATER							
1	WATER	119.52	01-437-360	R	05/20/24	05/20/24		531345 052024	N
2	WATER	37.66	01-409-360	R	05/20/24	05/20/24		529905 052024	N
3	WATER	37.66	01-410-360	R	05/20/24	05/20/24		529905 052024	N
4	WATER	11.76	07-454-360	R	05/20/24	05/20/24		536600 052024	N
5	WATER	23.72	07-454-360	R	05/20/24	05/20/24		529906 052024	N
Vendor Total:		230.32							
<b>PEGO020 PEGO ENERGY-PAYMENT PROCESSING</b>									
24000724	05/21/24	ELECTRIC							
1	ELECTRIC	69.11	02-434-360	R	05/21/24	05/21/24		2650233000	N
<b>24000733 05/23/24 ELECTRIC</b>									
1	ELECTRIC	38.65	01-437-360	R	05/23/24	05/23/24		1407232000	N
2	ELECTRIC	710.35	01-409-360	R	05/23/24	05/23/24		8823420100	N
3	ELECTRIC	710.34	01-410-360	R	05/23/24	05/23/24		8823420100	N
4	ELECTRIC	557.65	01-437-360	R	05/23/24	05/23/24		5023295000	N
5	ELECTRIC	37.83	07-454-360	R	05/23/24	05/23/24		4579754000	N
6	ELECTRIC	43.18	01-409-360	R	05/23/24	05/23/24		3556637000	N
7	ELECTRIC	38.51	01-409-360	R	05/23/24	05/23/24		3927900111	N
8	ELECTRIC	15.14	04-470-200	R	05/23/24	05/23/24		7405839000	N
9	ELECTRIC	17.11	04-470-200	R	05/23/24	05/23/24		2803898000	N
Vendor Total:		2,237.87							



Vendor # Name

PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat	Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
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RICHARD CLOWSER

24000734	05/29/24	BJS WAREHOUSE REIMBURSEMENT	87.40	01-410-250	E	GENERAL EXPENSE	R		R	05/29/24	05/29/24		052924		N
1		BJS WAREHOUSE REIMBURSEMENT													
Vendor Total:			87.40												

RIGGINS INC.

24000721	05/23/24	PW FUEL	2,435.61	01-437-330	E	FUEL & OIL EQUIP	R		R	05/23/24	05/23/24		75125910		N
1		PW FUEL													
Vendor Total:			2,435.61												

24000727	05/23/24	POLICE FUEL	2,435.61	01-410-224	E	FUELS/OIL	R		R	05/23/24	05/23/24		75125440		N
1		POLICE FUEL													
Vendor Total:			4,871.22												

STANDARD DIGITAL LEASING

24000729	05/25/24	ADMIN COPIER	241.11	01-400-740	E	MAJOR EQUIPMENT LEASE/PURCHASE	R		R	05/25/24	05/25/24		82661660		N
1		ADMIN COPIER													
Vendor Total:			241.11												

24000730	05/25/24	POLICE COPIER	265.95	01-410-226	E	COPIER EXPENSES	R		R	05/25/24	05/25/24		82661660		N
1		POLICE COPIER													
Vendor Total:			265.95												

STANDARD INSURANCE COMPANY

24000716	05/15/24	LIFE/DISABILITY INSURANCE	487.98	01-400-150	E	MEDICAL/DENTAL/LIFE/RX INSURANCE	R		R	05/15/24	05/15/24		051524		N
1		LIFE/DISABILITY INSURANCE													
2		LIFE/DISABILITY INSURANCE	126.80	01-405-150	E	MEDICAL/DENTAL/LIFE/RX INSURANCE	R		R	05/15/24	05/15/24		051524		N
3		LIFE/DISABILITY INSURANCE	2,101.51	01-410-151	E	MEDICAL/DENTAL/RX/LIFE INSURANCE	R		R	05/15/24	05/15/24		051524		N
4		LIFE/DISABILITY INSURANCE	106.74	01-413-151	E	MEDICAL/DENTAL/RX/LIFE/INSURANCE	R		R	05/15/24	05/15/24		051524		N
5		LIFE/DISABILITY INSURANCE	108.43	01-414-151	E	MEDICAL/DENTAL/RX/LIFE INSURANCE	R		R	05/15/24	05/15/24		051524		N
6		LIFE/DISABILITY INSURANCE	556.48	01-430-151	E	MEDICAL/DENTAL/RX/LIFE INSURANCE	R		R	05/15/24	05/15/24		051524		N
7		LIFE/DISABILITY INSURANCE	197.06	07-454-151	E	MEDICAL/DENTAL INSURANCE	R		R	05/15/24	05/15/24		051524		N
Vendor Total:			3,685.00												

Vendor Total: 3,685.00

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First	Rcvd	Chk/Void	Invoice	1099
Item Description												Enc Date	Date	Date		Excl
<b>UNIVE010 UNIVERSAL ELECTRIC LLC</b>																
24000726	05/21/24	PD FENCE GATE MOTOR					215.00	01-409-370		E BUILDING MAINTENANCE & REPAIRS	R	05/21/24	05/21/24		17183	N
1	PD FENCE GATE MOTOR															
Vendor Total:							215.00									
<b>VERIZ050 VERIZON WIRELESS</b>																
24000731	05/19/24	POLICE WIRELESS SERVICE					316.21	01-400-320		E TELEPHONE/COMMUNICATIONS	R	05/19/24	05/19/24		00001 051924	N
1	POLICE WIRELESS SERVICE															
2	POLICE WIRELESS SERVICE						657.85	01-410-320		E COMMUNICATIONS	R	05/19/24	05/19/24		00001 051924	N
3	POLICE WIRELESS SERVICE						261.15	01-430-320		E COMMUNICATIONS/MAINT	R	05/19/24	05/19/24		00001 051924	N
Vendor Total:							1,235.21									
24000732	05/19/24	POLICE WIRELESS SERVICE					928.80	01-410-320		E COMMUNICATIONS	R	05/19/24	05/19/24		00002 051924	N
1	POLICE WIRELESS SERVICE															
Vendor Total:							2,164.01									
Total Purchase Orders:		18	Total P.O. Line Items:		39	Total List Amount:		15,672.15	Total Void Amount:		0.00					

Totals by Year-Fund								
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total	
GENERAL FUND:	4-01	15,300.42	0.00	15,300.42	0.00	0.00	15,300.42	
STREET LIGHTING FUND:	4-02	69.11	0.00	69.11	0.00	0.00	69.11	
LAND PRESERVATION FUND:	4-04	32.25	0.00	32.25	0.00	0.00	32.25	
PARKS & RECREATION FUND:	4-07	270.37	0.00	270.37	0.00	0.00	270.37	
Total of All Funds:		<u>15,672.15</u>	<u>0.00</u>	<u>15,672.15</u>	<u>0.00</u>	<u>0.00</u>	<u>15,672.15</u>	



Totals by Fund Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND:	01	15,300.42	0.00	15,300.42	0.00	0.00	15,300.42
STREET LIGHTING FUND:	02	69.11	0.00	69.11	0.00	0.00	69.11
LAND PRESERVATION FUND:	04	32.25	0.00	32.25	0.00	0.00	32.25
PARKS & RECREATION FUND:	07	270.37	0.00	270.37	0.00	0.00	270.37
Total of All Funds:		<u>15,672.15</u>	<u>0.00</u>	<u>15,672.15</u>	<u>0.00</u>	<u>0.00</u>	<u>15,672.15</u>

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

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND:	4-01	15,300.42	0.00	0.00	0.00	15,300.42
STREET LIGHTING FUND:	4-02	69.11	0.00	0.00	0.00	69.11
LAND PRESERVATION FUND:	4-04	32.25	0.00	0.00	0.00	32.25
PARKS & RECREATION FUND:	4-07	270.37	0.00	0.00	0.00	270.37
Total of All Funds:		<u>15,672.15</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,672.15</u>



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

May 22, 2024

File No. 14-04074-02

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

Reference: Naplin One Limited Partnership, Escrow Release 4  
4371 County Line Road, TMP #26-005-002-004

Dear Dave:

In response to the Applicant's request for the fourth escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on May 16, 2024. We have prepared Certificate of Completion 4 in the amount of \$163,972.01 for consideration at an upcoming public meeting. We note that the remaining curb, handicap ramps, sidewalk and striping, and curb seal were held as these items have not been completed.

We recommend the release of the funds as delineated on the attached breakdown and which equal \$163,972.01 to Naplin One Limited Partnership. This leaves \$261,821.92 remaining in the escrow fund for work within New Britain Township. The escrowed site improvements are approximately 96% completed.

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

Sincerely,

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

JM/tw/

Enclosures: as referenced

cc: Daniel Fox, Township Manager  
Kristin Carpenter, Finance Director  
Scott C. Holbert, Esquire, Flager & Associates, PC  
Lisa Barber, Esq., Nappen & Associates  
Wesley Nappen, Nappen & Associates  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.  
Jerry O'Donnell, Construction Observer, Gilmore & Associates, Inc.







**ESCROW STATUS REPORT**

PROJECT NAME: Naplin One Land Development  
 PROJECT NO.: 14-04074-02  
 PROJECT OWNER: Naplin One Limited Partnership  
 MUNICIPALITY: New Britain Township, Bucks County, PA  
 ESCROW AGENT: Unvest Bank and Trust Co.  
 TYPE OF SECURITY: Irrevocable Stand-by Letter of Credit  
 AGREEMENT DATE: December 15, 2021

**SUMMARY OF ESCROW ACCOUNT**

TOTAL CONSTRUCTION: \$ 1,367,666.44  
 TOTAL CONSTRUCTION CONTINGENCY: \$ 136,766.65  
 TOTAL ENG/INSP/LEGAL: \$ 68,383.32  
 TOTAL ESCROW POSTED: \$ 1,572,816.41

RELEASE NO.: 4  
 RELEASE DATE: 05/16/24

AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 163,972.01  
 AMOUNT OF THIS RELEASE: \$ 163,972.01

TOTAL ESCROW RELEASED TO DATE: \$ 1,310,994.49  
 TOTAL ESCROW REMAINING: \$ 261,821.92  
 TOTAL CONSTRUCTION CONTINGENCY: \$ 136,766.65  
 TOTAL ENG/INSP/LEGAL: \$ 68,383.32  
 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 50,371.95

ESCROW TABULATION		CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4	
		QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>A. EROSION &amp; SEDIMENT CONTROL</b>									
1.	Construction Entrance	EA	\$7,000.00			2	\$7,000.00		
2.	18" Silt Fence	LF	\$441.00			294	\$441.00		
3.	24" Filler Sock	LF	\$7,710.00			771	\$7,710.00		
4.	32" Filler Sock	LF	\$6,600.00			550	\$6,600.00		
5.	Safety/Tree Fence	LF	\$2.25			845	\$1,901.25		
6.	SC 150 Biodegradable Erosion Control Matting	SF	\$17,992.52			69202	\$17,992.52		
7.	C-125 Biodegradable Erosion Control Blanket	SF	\$604.00			1208	\$604.00		
8.	SC-250 Erosion Control Blanket	SF	\$2,370.50			4310	\$2,370.50		
9.	Permanent Seeding	SF	\$20,673.52			295336	\$20,673.52		
10.	Temporary Basin Risers	EA	\$2,500.00			2	\$5,000.00		
11.	Temporary Corfer Dam	EA	\$1,500.00			1	\$1,500.00		
12.	Water Filler Bag	EA	\$500.00			1	\$500.00		
13.	Inlet Protection	EA	\$185.00			11	\$2,035.00		
14.	Convert Sediment Basin to Permanent Facility	LS	\$10,000.00					1	\$10,000.00
15.	E&S Maintenance & Removal	LS	\$3,000.00					1	\$3,000.00
<b>B. STORMWATER MANAGEMENT</b>									
1.	12" HDPE	LF	\$7,412.00			218	\$7,412.00		
2.	18" HDPE	LF	\$38.25			309	\$11,819.25		
3.	24" HDPE	LF	\$44.50			641	\$28,524.50		
4.	30" HDPE	LF	\$59.75			319	\$19,060.25		
5.	Storm Class III 18" (6' - 10' deep)	LF	\$50.00			95	\$4,750.00		
6.	Flared End Section (6-10' deep)	EA	\$2,150.00			1	\$2,150.00		
7.	Flared End Section (10'-15' deep)	EA	\$2,925.00			1	\$2,925.00		
8.	Type C Inlets (0-6' deep)	EA	\$1,375.00			5	\$6,875.00		
9.	Type C Inlets (6-10' deep)	EA	\$2,025.00			5	\$10,125.00		
10.	Type C Inlets (10'-15' deep)	EA	\$3,325.00			1	\$3,325.00		
11.	Type M Inlets (0-6' deep)	EA	\$1,400.00			4	\$5,600.00		
12.	Type M Inlets (6-10' deep)	EA	\$2,050.00			4	\$8,200.00		
13.	Trench drain	LF	\$800.00			8	\$800.00		
14.	4" PVC	LF	\$28,028.00			1274	\$28,028.00		
15.	12" PVC	LF	\$32.00			651	\$20,832.00		
16.	Clean Outs	EA	\$300.00			16	\$4,800.00		
17.	4' x 4' Outlet Structure Trash Racks	EA	\$4,500.00			1	\$4,500.00		
18.	18" Concrete Headwall	EA	\$1,300.00			1	\$1,300.00		
19.	30" Concrete Headwall	EA	\$3,200.00			2	\$3,200.00		



**Gilmore & Associates, Inc.**  
**Engineering and Consulting**

**ESCROW STATUS REPORT**

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 PROJECT NO.: 14-04074-02  
 PROJECT OWNER: Naplin One Limited Partnership

MUNICIPALITY: New Britain Township, Bucks County, PA  
 ESCROW AGENT: Invest Bank and Trust Co.  
 TYPE OF SECURITY: Irrevocable Stand-by Letter of Credit  
 AGREEMENT DATE: December 15, 2021

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**ESCROW TABULATION**

CONSTRUCTION ITEMS	UNITS	QUANTITY	PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 4	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
20. NAG SC250 Spillway	TN	40	\$35.00	\$1,400.00			40	\$1,400.00				
21. Anti-Seep Collars	EA	4	\$1,200.00	\$4,800.00			4	\$4,800.00				
22. Level Spreader PennDOT 2B Stone	TN	72	\$28.00	\$2,016.00			72	\$2,016.00				
23. Level Spreader Non-Woven Geotextile Mirafri 140N	LS	2	\$2,000.00	\$4,000.00			2	\$4,000.00				
24. Water Quality Shout	EA	5	\$900.00	\$4,500.00			5	\$4,500.00				
<b>C. PAVING/CONCRETE</b>												
1. Sawcutting (0-6" Depth)	LF	681	\$3.00	\$2,043.00			681	\$2,043.00				
2. Concrete Curb (8" Reveal)	LF	4694	\$15.00	\$70,410.00			4460	\$66,900.00	234	\$3,510.00		
3. Concrete Bollards	EA	11	\$350.00	\$3,850.00			11	\$3,850.00				
4. Handicap Ramps	EA	6	\$2,500.00	\$15,000.00			4	\$10,000.00	2	\$5,000.00		
5. 4" Concrete Sidewalk	SF	4026	\$6.00	\$24,156.00			3846	\$23,076.00	180	\$1,080.00		
6. 6" Concrete Apron	SF	485	\$8.00	\$3,880.00			485	\$3,880.00				
7. 8" Concrete Pads	SF	3753	\$10.00	\$37,530.00			3753	\$37,530.00				
8. 2" Superpave 9.5mm HMA Wearing Course	SY	10207	\$11.00	\$112,277.00			9000	\$99,000.00	1207	\$13,277.00		
9. 4" Superpave 19mm HMA Binder Course	SY	10207	\$24.00	\$244,968.00			10107	\$242,568.00	100	\$2,400.00		
10. 6" Stone Subbase	SY	10207	\$8.00	\$81,656.00			10207	\$81,656.00				
11. Clean and Tack	SY	10207	\$0.75	\$7,655.25			9007	\$6,755.25	1200	\$900.00		
12. Seal Curblines	LF	1440	\$0.50	\$720.00			840	\$420.00	600	\$300.00		
13. 4" Wide Thermoplastic Striping	LF	4406	\$0.75	\$3,304.50					4406	\$3,304.50		
14. 6" Wide Thermoplastic Striping	LF	177	\$0.85	\$150.45					177	\$150.45		
15. Painted Directional Arrows	EA	24	\$100.00	\$2,400.00			24	\$2,400.00				
16. Painted Stop Bars	EA	11	\$100.00	\$1,100.00			5	\$500.00	6	\$600.00		
17. Painted Handicap Symbols	EA	7	\$125.00	\$875.00			7	\$875.00				
18. Handicap Parking Signs	EA	7	\$225.00	\$1,575.00			7	\$1,575.00				
<b>D. EARTHWORK</b>												
1. Mowing (Per Acre)	AC	14.0	\$350.00	\$4,900.00			14	\$4,900.00				
2. Strip Topsoil	CY	9,000	\$2.25	\$20,250.00			9000	\$20,250.00				
3. Cut/Fill/Rough Grade	LS	1	\$70,000.00	\$70,000.00			1	\$70,000.00				
6. Fine Grade Building Pad	SY	13,333	\$1.25	\$16,666.25			13333	\$16,666.25				
7. Grade Paving	SY	10,207	\$1.00	\$10,207.00			10207	\$10,207.00				
8. Rough Grade Walks	SY	447	\$4.00	\$1,788.00			447	\$1,788.00				
9. Grade Curb	LF	4,694	\$1.80	\$8,449.20			4694	\$8,449.20				
10. Backfill Curb	LF	4,694	\$1.50	\$7,041.00			4694	\$7,041.00				
11. Replace Topsoil	CY	900	\$3.50	\$3,150.00			800	\$2,800.00	100	\$350.00		





**ESCROW STATUS REPORT**

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CONSTRUCTION ITEMS	ESCROW TABULATION			CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #4
	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	
<b>E. LANDSCAPING &amp; LIGHTING</b>										
1. Shade Trees (3" min. caliper)	EA	193	\$400.00	\$77,200.00	3	\$1,200.00	193	\$77,200.00		
2. Evergreen Trees (6" - 7")	EA	5	\$280.00	\$1,400.00	5	\$1,400.00	5	\$1,400.00		
3. Ornamental Tree (2" - 2.5" caliper or 8-10")	EA	27	\$350.00	\$9,450.00			27	\$9,450.00		
4. Evergreen Shrubs & Deciduous Shrubs (18" - 24")	EA	7	\$55.00	\$385.00			7	\$385.00		
5. Evergreen Shrubs & Deciduous Shrubs (24" - 30")	EA	63	\$65.00	\$4,095.00			63	\$4,095.00		
6. Evergreen Shrubs & Deciduous Shrubs (30" - 36")	EA	26	\$70.00	\$1,820.00			26	\$1,820.00		
7. Evergreen Shrubs & Deciduous Shrubs (3' - 4')	EA	157	\$85.00	\$13,345.00			157	\$13,345.00		
8. Rake, Seed, Stabilize	LS	1	\$2,500.00	\$2,500.00			1	\$2,500.00		
9. Signal LED Setup 30" Exposed Foundation (20' Mounting)	EA	34	\$3,400.00	\$115,600.00			34	\$115,600.00		
10. Double LED Setup with 30" Exposed Foundation (20' Mo	EA	6	\$4,600.00	\$27,600.00			6	\$27,600.00		
<b>F. MISCELLANEOUS</b>										
1. Retaining Wall	LS	1	\$70,000.00	\$70,000.00			1	\$70,000.00		
2. Trash Enclosure/Gate	EA	1	\$500.00	\$500.00	1	\$500.00	1	\$500.00		
3. Monumentation Certification	LS	1	\$500.00	\$500.00					1	\$500.00
4. As-built Plans	LS	1	\$6,000.00	\$6,000.00					1	\$6,000.00
5. Traffic Control	LS	1	\$3,000.00	\$3,000.00			1	\$3,000.00		



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

May 28, 2024

File No. 17-02021-01

Daniel Fox, Township Manager  
New Britain Township  
207 Park Avenue  
Chalfont, PA 18914

Reference: Neshaminy Greenway Trail – 1606 Upper State Road  
**Application for Payment #5 - Final**

Dear Dan:

Please find Application for Payment #5 for the above-referenced project. Also enclosed, please find the A.H. Cornell & Son Inc. Application and weekly certified payroll documentation. Gilmore & Associates, Inc. has coordinated with Public Works to verify the work item quantities and associated payroll documentation submitted with this payment request and found them to be acceptable. This payment is for the completion of trail paving, delivery of landscape plantings to the site for installation by Public Works, and the release of outstanding retainage as the project has reached substantial completion.

Accordingly, the Contractor has submitted the following items, originals of which are attached:

1. Maintenance Bond in the amount of **Eighty-Three Thousand Forty Dollars and Eighty-One Cents (\$83,040.81)**, equal to twenty-five (25) percent of the completed contract amount, valid for twelve (12) months, starting retroactively on May 1, 2024;
2. Consent of Surety to Final Payment
3. Contractor's Affidavit
4. Contractor's Release of Liens

We recommend Payment #5 be in the amount of **Sixty-One Thousand Nine Hundred Ninety-Nine Dollars and Forty-Eight Cents (\$61,999.48)** to A.H. Cornell & Son Inc., as indicated in the attached Application for Payment. Please include this on an upcoming meeting agenda for the Board of Supervisors consideration.

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

Sincerely,

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

JM/tw

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

Enclosures: As referenced

cc: Dave Conroy, Director of Planning and Zoning  
Ryan Cressman, Public Works Superintendent  
Chris Stanford, P.E., PTOE, PMP, Design Engineer, Michael Baker Intl.  
Ryan Cornell, A.H. Cornell & Son, Inc.  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.  
Jerry O'Donnell, Field Observer



**G GILMORE & ASSOCIATES, INC.**  
**& A APPLICATION FOR PAYMENT 1**

**CLIENT:**  
 New Britain Township  
**PROJECT NAME:**  
 Neshaminy Greenway Trail (Coleman)  
**PROJECT NUMBER:**  
 17-02021-01

**CONTRACTOR:** AH Cornell and Son  
 P.O.Box 311  
 2362 York Road  
 Jamison, PA 18929

**For Work Completed Through:** 3/20/2024

#	DESCRIPTION	SCHEDULE OF VALUES			WORK COMPLETED		TOTAL AMOUNT PAYABLE	
		QUANTITY & UNITS	UNIT PRICE	CONTRACT AMOUNT	COMPLETE APP. 5	TOTAL COMPLETE		
<b>Base Bid</b>								
1	Clearing and Grubbing	LS	1	\$21,500.00	\$21,500.00	0	1	\$21,500.00
2	Mobilization	LS	1	\$21,000.00	\$21,000.00	0	1	\$21,000.00
3	Class 1 Excavation for Trail	LS	1	\$39,000.00	\$39,000.00	0	1	\$39,000.00
4	Subbase 6" Depth (No. 2A)	LS	1	\$35,500.00	\$35,500.00	0	1	\$35,500.00
5	Stone Gateway Columns with Metal Signs	LS	1	\$32,580.00	\$32,580.00	0	1	\$32,580.00
6	Stone Boulders	LS	1	\$2,800.00	\$2,800.00	0	1	\$2,800.00
<b>Alternates</b>								
7	Undercutting Unsuitable Material For Trail (per SY)	SY	1555	\$70.09	\$108,989.95	0	1555	\$108,989.95
8	Asphalt Truck Rental	LS	0	\$15,500.00	\$0.00	0	0	\$0.00
9	Landscape Plantings (Furnish and Delivery Only)	LS	1	\$1,800.00	\$1,800.00	1	1	\$1,800.00
10	6' Recycled Plastic Bench With Back (Furnish and Delivery Only)	LS	1	\$1,250.00	\$1,250.00	0	1	\$1,250.00
11	Split Rail Fence (Furnish and Delivery Only)	LS	1	\$2,500.00	\$2,500.00	0	1	\$2,500.00
12	Signs (Furnish and Delivery Only)	LS	1	\$4,500.00	\$4,500.00	0	1	\$4,500.00
13	Steel Bike Racks (Furnish and Delivery Only)	LS	1	\$1,375.00	\$1,375.00	0	1	\$1,375.00
14	Special Sign #2 (Furnish and Delivery Only)	LS	1	\$4,300.00	\$4,300.00	0	1	\$4,300.00
15	Single-Leaf Swing Gate (Furnish and Delivery Only)	LS	1	\$1,750.00	\$1,750.00	0	1	\$1,750.00
16	Removable Bollards (Furnish and Delivery Only)	LS	1	\$500.00	\$500.00	0	1	\$500.00
17	Temporary Protective Fence (Furnish and Delivery Only)	LS	1	\$1,200.00	\$1,200.00	0	1	\$1,200.00
18	Trail Map Kiosk (Furnish and Delivery Only)	LS	1	\$3,600.00	\$3,600.00	0	1	\$3,600.00
19	Concrete Wheel Stops (Furnish and Delivery Only)	LS	1	\$2,337.00	\$2,337.00	0	1	\$2,337.00
20	Trail Paving (Furnish and Install)	LS	1	\$31,000.00	\$31,000.00	0.5	1	\$31,000.00
<b>Change Order 1</b>								
21	Install Wearing Course on Existing Trail	SY	1078	\$13.62	\$14,681.28	1078	1078	\$14,681.28

TOTAL AMOUNT COMPLETED TO DATE	\$332,163.23
LESS AMOUNT PREVIOUSLY PAID	\$300,181.95
SUBTOTAL (TOTAL COMPLETED THIS PERIOD)	\$31,981.28
10% RETAINAGE TO BE RELEASED	\$30,018.20
<b>AMOUNT DUE THIS APPLICATION</b>	<b>\$61,999.48</b>

**CONTRACTOR'S Certification:**

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through N/A inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

5/19/24  
Date

AH Cornell and Son, Inc.  
Contractor  
  
[Signature]  
Authorized Signature

Payment of the above amount due this application is recommended.

5/28/24  
Date

Janene Marchand  
Authorized Signature

**APPLICATION FOR PAYMENT - FINAL**

To: New Britain Township Project No.: New Britain Township  
c/o Gilmore & Associates, Inc. Project Name: Neshaminy Greenway Trail (Coleman)  
65 E. Butler Avenue Contractor: AH Cornell and Son  
New Britain, PA 18901-5106 Address: P.O. Box 311  
2362 York Road  
Jamison, PA 18929

Application No.: 5 - FINAL

For Period From: 03/01/24 To: 05/01/24

Application is made for payment, as hereinafter shown, in connection with the above project.

The present status of the account for this contract is as follows:

Original Contract Sum	\$	<u>224,078.00</u>
Net Change by Change Order(s)	\$	<u>108,085.23</u>
Contract Sum to Date	\$	<u>332,163.23</u>

---

Total Completed and Stored to Date	\$	<u>332,163.23</u>	100%
Less 10% Retainage	\$	<u>-</u>	
Total Earned Less Retainage	\$	<u>332,163.23</u>	
Less Previous Application(s) for Payment	\$	<u>\$270,163.75</u>	
Current Payment Due	\$	<u>61,999.48</u>	

This is to certify that the work as listed hereafter has been completed in accordance with the approved plans and specifications. Submitted this 9 day of May, 2024.

By: A. H. Cornell & Son, Inc.  
Contractor

---

The undersigned, based on field observation and the data comprising the above application, hereby certifies that the work has progressed to the point indicated; that according to the best knowledge, information and belief the quality of the work is in accordance with the contract documents and the contractor is entitled to payment of the amount certified.

Approved this 28th day of May, 2024

By: Jeanne M. Richard  
Architect / Engineer



Bond No. 0252828

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we A.H. Cornell & Son, Inc., hereinafter called the "Principal" and Berkley Insurance Company hereinafter called the "Surety" are held and firmly bound unto NEW BRITAIN TOWNSHIP hereinafter called the "Obligee" in the sum of Eighty Three Thousand Forty and 81/100 Dollars (\$ 83,040.81 ), the payment of which sum, well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has heretofore entered into a Contract with said Obligee dated \_\_\_\_\_, 20\_\_\_\_ for **Neshaminy Greenway Trail – 1606 Upper State Road** and;

**WHEREAS**, the said Contract provides that the said Principal is required to furnish the said Obligee with a Maintenance Bond for <sup>25%</sup>~~15%~~ of the Contract Price, indemnifying the said Obligee against defects in materials or workmanship for a period of twelve (12) month(s) after final completion and acceptance of the Work.

**NOW, THEREFORE**, the condition of this obligation is such, that if the said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said Work which may develop during the said maintenance period or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**Any action filed under the bond must be commenced in the Bucks County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. This is a legal requirement and not subject to negotiation or change.**

MAINTENANCE BOND



**MAINTENANCE BOND**

Signed and sealed this 1st day of May, 2024.

CONTRACTOR AS PRINCIPAL

SURETY

Company: A.H. Cornell & Son, Inc.

Company: Berkley Insurance Company

Signature: 

Signature: 

Name: Ryan Cornell

Name: David B. Kane

Title: P.M.

Title: Attorney-in-Fact

(Corp. Seal)

(Corp. Seal)

NOTE: This statement, if executed by any person other than the President or Vice President of the Surety Company, must be accompanied by a current and effective certificate showing authority conferred upon the person so signing to execute such instruments on behalf of the Surety Company represented.

END OF MAINTENANCE BOND

MAINTENANCE BOND

POWER OF ATTORNEY  
 BERKLEY INSURANCE COMPANY  
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Richard H. Shepherd, Jr.; Robert J. Colman; David B. Kane; John P. Sedor; Matthew T. Burke; Bethann Curtin; or Dawn Nicholas of AP Benefit Advisors, LLC of Fort Washington, PA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of June, 2023.



Attest  
 By [Signature]  
 Ira S. Lederman  
 Executive Vice President & Secretary

Berkley Insurance Company  
 By [Signature]  
 Jeffrey M. Hafter  
 Senior Vice President

STATE OF CONNECTICUT )  
 ) ss:  
 COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 6th day of June, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
 NOTARY PUBLIC  
 CONNECTICUT  
 MY COMMISSION EXPIRES  
 APRIL 30, 2024

[Signature]  
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 1st day of May, 2024  
[Signature]  
 Vincent P. Forte



Bond No. 0252828

**CONSENT OF SURETY TO FINAL PAYMENT**

In accordance with the provisions of a Contract for the Work associated with **NESHAMINY GREENWAY TRAIL- 1606 Upper State Road**, between **New Britain Township, 207 Park Avenue, Chalfont, PA 18914** and **A.H. Cornell & Son, Inc., 2362 York Road, Jamison, PA 18929**

(Contractor Name and Address),

Berkley Insurance Company (Surety), surety on the bond(s)

of 325 Sentry Parkway, Bldg. 5 East, Suite 140 Blue Bell, PA 19422 (Contractor), after a careful examination of the books and

records of Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies Surety that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to Contractor, and by these presents witnesseth that payment to Contractor of the final estimate shall not relieve Surety of any of its obligations to **New Britain Township** as set forth in the Surety's Bond.

IN WITNESS WHEREOF, Surety has hereunto set its hand and seal this 1st day of May, 2024.

**SURETY**

(Corp. Seal)

Company: Berkley Insurance Company

Signature: \_\_\_\_\_

Name: David B. Kane

Title: Attorney-in-Fact

NOTE: This statement, if executed by any person other than the President or Vice President of Surety, must be accompanied by a current and effective certificate showing authority conferred upon the person so signing to execute such instruments on behalf of Surety represented.



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Richard H. Shepherd, Jr.; Robert J. Colman; David B. Kane; John P. Sedor; Matthew T. Burke; Bethann Curtin; or Dawn Nicholas of AP Benefit Advisors, LLC of Fort Washington, PA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of June, 2023.



Attest:  
By Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 6th day of June, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUMBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rumbaker  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 1st day of May, 2024  
Vincent P. Forte  
Vincent P. Forte



**CONTRACTOR'S RELEASE OF LIENS**

STATE OF PA  
COUNTY OF Bucks

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Ryan Cornell (Individual/Partner/Duly Authorized Representative of Contractor), who being duly sworn according to law deposes and says that:

A. H. Cornell e' Son, Inc. 2362 York Rd, P.O. Box 311 Jamison PA 18929  
(Contractor Name and Address)

on this day has received from **New Britain Township, 207 Park Avenue, Chalfont, PA 18914** the sum of One Dollar (\$1.00) and other valuable considerations in full satisfaction and payment of all sums of money owed and payable to A. H. Cornell e' Son, Inc. (Contractor) arising out of the performance of the Work, including all approved change orders, under a Contract dated \_\_\_\_\_ associated with **NESHAMINY GREENWAY TRAIL - 1606 Upper State Road** between **New Britain Township** and A. H. Cornell e' Son, Inc. (Contractor).

THEREFORE, A. H. Cornell e' Son, Inc. (Contractor), for myself/itself, and my/its heirs, executors, administrators, successors, and/or assigns), hereby release, quit-claim and forever discharge **New Britain Township**, its successors and assigns, of and from all claims and demands arising from or in connection with the aforementioned Contract.

This Release is contingent upon receipt of the final payment of \$ 61,999.48.

**CONTRACTOR**

(Corp. Seal) Company: A. H. Cornell e' Son, Inc.  
Signature: [Signature]  
(Individual, Partner, or Duly Authorized Representative of Contractor)  
Name: Ryan Cornell  
Title: PM

Sworn and subscribed before me this 2 day of May, 2024.

Commonwealth of Pennsylvania - Notary Seal  
Melissa Jo Cornell-Closterman, Notary Public  
Bucks County  
My commission expires February 10, 2027  
Commission number 1031156  
Member, Pennsylvania Association of Notaries



**CONTRACTOR'S AFFIDAVIT**

STATE OF PA \_\_\_\_\_ :  
COUNTY OF Bucks \_\_\_\_\_ :

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Ryan Cornell (Individual/Partner/Duly Authorized Representative of Contractor), who being duly sworn according to law deposes and says that all labor, material, and outstanding claims and indebtedness of whatever nature arising out of the performance of the Work including all approved change orders under a Contract dated \_\_\_\_\_, 20\_\_\_\_, associated with the Project, **NESHAMINY GREENWAY TRAIL – 1606 UPPER STATE ROAD**, being between **New Britain Township, 207 Park Avenue, Chalfont, PA 18914** and:

A. H. Cornell and Son, Inc.  
(Contractor, Name and Address)

have been satisfied and paid in full.

**CONTRACTOR**

(Corp. Seal) Company: A. H. Cornell & Son, Inc.  
Signature: [Signature]  
(Individual, Partner, or Duly Authorized Representative of Contractor)  
Name: Ryan Cornell  
Title: PM

Sworn and subscribed before me this  
7 day of May, 2024.

[Signature]

Commonwealth of Pennsylvania - Notary Seal  
Melissa Jo Cornell-Closterman, Notary Public  
Bucks County  
My commission expires February 10, 2027  
Commission number 1031156  
Member, Pennsylvania Association of Notaries



**G GILMORE & ASSOCIATES, INC.**  
**& A APPLICATION FOR PAYMENT 1**

**CLIENT:**  
 New Britain Township  
**PROJECT NAME:**  
 Neshaminy Greenway Trail (Coleman)  
**PROJECT NUMBER:**  
 17-02021-01

**CONTRACTOR:** AH Cornell and Son  
 P.O.Box 311  
 2362 York Road  
 Jamison, PA 18929

**For Work Completed Through:** 3/20/2024

#	DESCRIPTION	SCHEDULE OF VALUES			WORK COMPLETED		TOTAL AMOUNT PAYABLE	
		QUANTITY & UNITS	UNIT PRICE	CONTRACT AMOUNT	COMPLETE APP. 5	TOTAL COMPLETE		
<b>Base Bid</b>								
1	Clearing and Grubbing	LS	1	\$21,500.00	\$21,500.00	0	1	\$21,500.00
2	Mobilization	LS	1	\$21,000.00	\$21,000.00	0	1	\$21,000.00
3	Class I Excavation for Trail	LS	1	\$39,000.00	\$39,000.00	0	1	\$39,000.00
4	Subbase 6" Depth (No. 2A)	LS	1	\$35,500.00	\$35,500.00	0	1	\$35,500.00
5	Stone Gateway Columns with Metal Signs	LS	1	\$32,580.00	\$32,580.00	0	1	\$32,580.00
6	Stone Boulders	LS	1	\$2,800.00	\$2,800.00	0	1	\$2,800.00
<b>Alternates</b>								
7	Undercutting Unsuitable Material For Trail (per SY)	SY	1555	\$70.09	\$108,989.95	0	1555	\$108,989.95
8	Asphalt Truck Rental	LS	0	\$15,500.00	\$0.00	0	0	\$0.00
9	Landscape Plantings (Furnish and Delivery Only)	LS	1	\$1,800.00	\$1,800.00	1	1	\$1,800.00
10	6' Recycled Plastic Bench With Back (Furnish and Delivery Only)	LS	1	\$1,250.00	\$1,250.00	0	1	\$1,250.00
11	Split Rail Fence (Furnish and Delivery Only)	LS	1	\$2,500.00	\$2,500.00	0	1	\$2,500.00
12	Signs (Furnish and Delivery Only)	LS	1	\$4,500.00	\$4,500.00	0	1	\$4,500.00
13	Steel Bike Racks (Furnish and Delivery Only)	LS	1	\$1,375.00	\$1,375.00	0	1	\$1,375.00
14	Special Sign #2 (Furnish and Delivery Only)	LS	1	\$4,300.00	\$4,300.00	0	1	\$4,300.00
15	Single-Leaf Swing Gate (Furnish and Delivery Only)	LS	1	\$1,750.00	\$1,750.00	0	1	\$1,750.00
16	Removable Bollards (Furnish and Delivery Only)	LS	1	\$500.00	\$500.00	0	1	\$500.00
17	Temporary Protective Fence (Furnish and Delivery Only)	LS	1	\$1,200.00	\$1,200.00	0	1	\$1,200.00
18	Trail Map Kiosk (Furnish and Delivery Only)	LS	1	\$3,600.00	\$3,600.00	0	1	\$3,600.00
19	Concrete Wheel Stops (Furnish and Delivery Only)	LS	1	\$2,337.00	\$2,337.00	0	1	\$2,337.00
20	Trail Paving (Furnish and Install)	LS	1	\$31,000.00	\$31,000.00	0.5	1	\$31,000.00
<b>Change Order 1</b>								
21	Install Wearing Course on Existing Trail	SY	1078	\$13.62	\$14,681.28	1078	1078	\$14,681.28

TOTAL AMOUNT COMPLETED TO DATE	\$332,163.23
LESS AMOUNT PREVIOUSLY PAID	\$300,181.95
SUBTOTAL (TOTAL COMPLETED THIS PERIOD)	\$31,981.28
10% RETAINAGE TO BE RELEASED	\$30,018.20
<b>AMOUNT DUE THIS APPLICATION</b>	<b>\$61,999.48</b>

**CONTRACTOR'S Certification:**

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through N/A Inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

5/19/24  
 Date

A.H. Cornell & Son, Inc.  
 Contractor  
 Authorized Signature

Payment of the above amount due this application is recommended.

5/28/24  
 Date

Janene Marchand  
 Authorized Signature

**APPLICATION FOR PAYMENT - FINAL**

To: <u>New Britain Township</u> <u>c/o Gilmore &amp; Associates, Inc.</u> <u>65 E. Butler Avenue</u> <u>New Britain, PA 18901-5106</u>	Project No.: <u>New Britain Township</u> Project Name: <u>Neshaminy Greenway Trail (Coleman)</u> Contractor: <u>AH Cornell and Son</u> Address: <u>P.O. Box 311</u> <u>2362 York Road</u> <u>Jamison, PA 18929</u>
---	---

Application No.: 5 - FINAL

For Period From: 03/01/24 To: 05/01/24

Application is made for payment, as hereinafter shown, in connection with the above project.

The present status of the account for this contract is as follows:

Original Contract Sum	\$	<u>224,078.00</u>	
Net Change by Change Order(s)	\$	<u>108,085.23</u>	
Contract Sum to Date	\$	<u>332,163.23</u>	

---

Total Completed and Stored to Date	\$	<u>332,163.23</u>	100%
Less 10% Retainage	\$	<u>-</u>	
Total Earned Less Retainage	\$	<u>332,163.23</u>	
Less Previous Application(s) for Payment	\$	<u>\$270,163.75</u>	
Current Payment Due	\$	<u>61,999.48</u>	

This is to certify that the work as listed hereafter has been completed in accordance with the approved plans and specifications. Submitted this 9 day of May, 2024.

By: A. H. Cornell & Son, Inc.  
Contractor

---

The undersigned, based on field observation and the data comprising the above application, hereby certifies that the work has progressed to the point indicated; that according to the best knowledge, information and belief the quality of the work is in accordance with the contract documents and the contractor is entitled to payment of the amount certified.

Approved this 28th day of May, 2024

By: Juan M. Ancha  
Architect / Engineer



Bond No. 0252828

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we A.H. Cornell & Son, Inc., hereinafter called the "Principal" and Berkley Insurance Company hereinafter called the "Surety" are held and firmly bound unto NEW BRITAIN TOWNSHIP hereinafter called the "Obligee" in the sum of Eighty Three Thousand Forty and 81/100 Dollars (\$ 83,040.81 ), the payment of which sum, well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has heretofore entered into a Contract with said Obligee dated \_\_\_\_\_, 20\_\_\_\_ for **Neshaminy Greenway Trail – 1606 Upper State Road** and;

**WHEREAS**, the said Contract provides that the said Principal is required to furnish the said Obligee with a Maintenance Bond for <sup>25%</sup>~~15%~~ of the Contract Price, indemnifying the said Obligee against defects in materials or workmanship for a period of twelve (12) month(s) after final completion and acceptance of the Work.

**NOW, THEREFORE**, the condition of this obligation is such, that if the said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said Work which may develop during the said maintenance period or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**Any action filed under the bond must be commenced in the Bucks County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. This is a legal requirement and not subject to negotiation or change.**

MAINTENANCE BOND



**MAINTENANCE BOND**

Signed and sealed this 1st day of May, 2024.

CONTRACTOR AS PRINCIPAL

SURETY

Company: A.H. Cornell & Son, Inc.

Company: Berkley Insurance Company

Signature: 

Signature: 

Name: Ryan Cornell

Name: David B. Kane

Title: P.M.

Title: Attorney-in-Fact

(Corp. Seal)

(Corp. Seal)

NOTE: This statement, if executed by any person other than the President or Vice President of the Surety Company, must be accompanied by a current and effective certificate showing authority conferred upon the person so signing to execute such instruments on behalf of the Surety Company represented.

END OF MAINTENANCE BOND

MAINTENANCE BOND

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Richard H. Shepherd, Jr.; Robert J. Colman; David B. Kane; John P. Sedor; Matthew T. Burke; Bethann Curtin; or Dawn Nicholas of AP Benefit Advisors, LLC of Fort Washington, PA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of June, 2023.



Attest:  
By Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 6th day of June, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 1st day of May, 2024.

Vincent P. Forte  
Vincent P. Forte



Bond No. 0252828

**CONSENT OF SURETY TO FINAL PAYMENT**

In accordance with the provisions of a Contract for the Work associated with **NESHAMINY GREENWAY TRAIL- 1606 Upper State Road**, between **New Britain Township, 207 Park Avenue, Chalfont, PA 18914** and **A.H. Cornell & Son, Inc., 2362 York Road, Jamison, PA 18929**

(Contractor Name and Address),

Berkley Insurance Company (Surety), surety on the bond(s)  
of 325 Sentry Parkway, Bldg. 5 East, Suite 140 Blue Bell, PA 19422 (Contractor), after a careful examination of the books and

records of Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies Surety that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to Contractor, and by these presents witnesseth that payment to Contractor of the final estimate shall not relieve Surety of any of its obligations to **New Britain Township** as set forth in the Surety's Bond.

IN WITNESS WHEREOF, Surety has hereunto set its hand and seal this 1st day of May, 2024.

**SURETY**

(Corp. Seal) Company: Berkley Insurance Company  
Signature: [Signature]  
Name: David B. Kane  
Title: Attorney-in-Fact

NOTE: This statement, if executed by any person other than the President or Vice President of Surety, must be accompanied by a current and effective certificate showing authority conferred upon the person so signing to execute such instruments on behalf of Surety represented.







**CONTRACTOR'S RELEASE OF LIENS**

STATE OF PA  
COUNTY OF Bucks

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Ryan Cornell (Individual/Partner/Duly Authorized Representative of Contractor), who being duly sworn according to law deposes and says that:

A. H. Cornell e' Son, Inc. 2362 York Rd, P.O. Box 311 Jamison PA 18929  
(Contractor Name and Address)

on this day has received from **New Britain Township, 207 Park Avenue, Chalfont, PA 18914** the sum of One Dollar (\$1.00) and other valuable considerations in full satisfaction and payment of all sums of money owed and payable to A. H. Cornell e' Son, Inc. (Contractor) arising out of the performance of the Work, including all approved change orders, under a Contract dated \_\_\_\_\_ associated with **NESHAMINY GREENWAY TRAIL - 1606 Upper State Road** between **New Britain Township** and A. H. Cornell e' Son, Inc. (Contractor).

THEREFORE, A. H. Cornell e' Son, Inc. (Contractor), for myself/itself, and my/lits heirs, executors, administrators, successors, and/or assigns), hereby release, quit-claim and forever discharge **New Britain Township**, its successors and assigns, of and from all claims and demands arising from or in connection with the aforementioned Contract.

This Release is contingent upon receipt of the final payment of \$ 61,999.48.

**CONTRACTOR**

(Corp. Seal) Company: A. H. Cornell e' Son, Inc.  
Signature: [Signature]  
(Individual, Partner, or Duly Authorized Representative of Contractor)  
Name: Ryan Cornell  
Title: PM

Sworn and subscribed before me this 2 day of May, 2024.

Commonwealth of Pennsylvania - Notary Seal  
Melissa Jo Cornell-Closterman, Notary Public  
Bucks County  
My commission expires February 10, 2027  
Commission number 1031156  
Member, Pennsylvania Association of Notaries



**CONTRACTOR'S AFFIDAVIT**

STATE OF PA \_\_\_\_\_ :  
COUNTY OF Bucks \_\_\_\_\_ :

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Ryan Cornell (Individual/Partner/Duly Authorized Representative of Contractor), who being duly sworn according to law deposes and says that all labor, material, and outstanding claims and indebtedness of whatever nature arising out of the performance of the Work including all approved change orders under a Contract dated \_\_\_\_\_, 20\_\_\_\_, associated with the Project, **NESHAMINY GREENWAY TRAIL – 1606 UPPER STATE ROAD**, being between **New Britain Township, 207 Park Avenue, Chalfont, PA 18914** and:

A. H. Cornell and Son, Inc.  
(Contractor, Name and Address)

have been satisfied and paid in full.

**CONTRACTOR**

(Corp. Seal) Company: A. H. Cornell & Son, Inc.  
Signature: [Signature]  
(Individual, Partner, or Duly Authorized Representative of Contractor)  
Name: Ryan Cornell  
Title: PM

Sworn and subscribed before me this  
7 day of May, 2024.

[Signature]

Commonwealth of Pennsylvania - Notary Seal  
Melissa Jo Cornell-Closterman, Notary Public  
Bucks County  
My commission expires February 10, 2027  
Commission number 1031156  
Member, Pennsylvania Association of Notaries





# MEMO

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**TO:** Board of Supervisors  
**FROM:** Dan Fox  
**DATE:** 6/3/24  
**RE:** BOS Mtg. 6/3 Agenda Item 6.A - Verizon Franchise Agreement

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Background – The Bucks County Consortium worked with the Cohen Law Group to negotiate a renewal agreement with Verizon for all members of the Consortium, attached for your review is the Executive Summary, The Franchise Agreement, a proposed Ordinance, and the advertisement for adoption. Some key highlights the term of the renewal is 5 years, the fee is 5% of “gross revenue” which is defined in the Agreement. The Executive Summary provides the background answers to questions about the agreement.

Staff Recommendations – Authorize the advertisement of Ordinance 2024-02 which – Authorizes the Township to execute the Cable Franchise Agreement between the Township and Verizon Pennsylvania LLC



# Cohen Law Group

## EXECUTIVE SUMMARY OF CABLE FRANCHISE RENEWAL AGREEMENT WITH VERIZON PENNSYLVANIA LLC February 12, 2023

### Introduction

We are pleased to inform you that the Cohen Law Group (“CLG”) has reached agreement with Verizon Pennsylvania LLC (“Verizon”) on a Cable Franchise Renewal Agreement (“Agreement”). The negotiation of this Agreement took longer than expected, because the climate for negotiations was a challenging one. The reason is that there have been dramatic developments since Verizon first entered the cable market in Pennsylvania in 2006-08. They fall into three categories—changes in the industry, in technology, and in the regulatory landscape.

First, the video industry has undergone a transformation that has led to much greater competition for cable operators like Verizon. The users of video streaming services, such as Netflix, Hulu and Disney+, have increased 89% in the last five years and are expected to increase by another 41% by 2027. (*Statista*, November 2022). Because they operate over the internet rather than over a cable system, these streaming services are not subject to a cable franchise agreement or the assessment of franchise fees. Meanwhile, the number of cable television subscribers has decreased by 20% in the last six years. (*Pew Research Center*, March 2021).

Second, the technology for distributing video services has also changed dramatically over this time period. There has been a strong migration to wireless video services, which in the case of Verizon, has led the company to redirect capital funds from the FiOS wired service to Verizon Wireless. In addition and while we strongly disagree, there are some industry representatives who question whether Verizon’s FiOS television platform is actually an internet-based platform that is not technically a “cable system” under the Cable Act.

Finally, there has been a significant shift in the regulations applicable to cable franchising. The Federal Communication Commission’s (“FCC’s”) 2019 Third Report and Order was the most consequential regulatory change in cable franchising in the last 24 years (since the Telecommunications Act of 1996). The key ruling of the Order is that all “in-kind, non-capital cable company contributions” to local governments fall within the maximum five percent (5%) franchise fee and therefore may be offset against franchise fee payments.

It was against this backdrop that CLG negotiated a cable franchise renewal agreement with Verizon. Given that Verizon is subject to greater competition, there have been significant technology changes, and municipalities have somewhat fewer legal rights today, much of our

negotiations involved fighting to retain the benefits in your current franchise agreement. The following is a brief summary of the major provisions contained in the new Agreement. While there are many other important provisions in the Agreement, this summary addresses only the major items. The Agreement is subject, of course, to approval by your local governing body.

### **1. Franchise Fees**

As with your current Verizon agreement, the new Agreement allows your municipality to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenue" received from cable services derived from the municipality. The percentage in the new agreement is the same as in your current Verizon agreement. The Agreement also includes a comprehensive definition of "gross revenue" that includes twenty-two (22) enumerated revenue sources that will maximize your municipality's franchise fee revenue.

The "gross revenues" list includes all current eligible revenue sources and a "catch all" item to capture future revenue sources that are not foreseeable today. The list adds two new sources that are not in your current agreement, but that we asked to be included—regional sports programming fees and revenue from the sale of subscriber lists. As you know, all franchise fees are passed through to cable subscribers as a separate line item on their bills.

### **2. Franchise Fee Accountability**

As with your current agreement, the new Agreement also authorizes your municipality to conduct a franchise fee audit of Verizon to ensure the accurate payment of franchise fees. If an audit is conducted, it will be subject to a four-year "look back" period and Verizon must pay six percent (6%) interest in addition to any underpayments. If the audit reveals underpayments of franchise fee revenue of five percent (5%) or more, then Verizon must also pay \$3,000 toward the cost of the audit.

The process for franchise fee audits in your current agreement is minimal. Based on our firm's past experience in conducting audits of Verizon, we requested new provisions to ensure that the audit process is fair to both sides. While Verizon did not agree to all of our requests, the audit section adds new process language, including the requirements that Verizon "provide all records reasonably necessary" for the audit and that it respond to "reasonable follow-up records requests to the extent necessary to complete the audit."

Finally, the new Agreement includes a stronger "bundled services" protection than the one in the current agreement. If a subscriber purchases all of Verizon's three services (i.e. cable, internet and phone) and receives a "bundled services" discount, this provision ensures that the discount is not applied solely to cable services. If this occurred, then franchise fee revenue to the municipality would be reduced. The new Agreement states that Verizon "will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise."

### **3. Conditional Unilateral Termination**

This is the issue that caused the most contentious debate during our negotiations with Verizon. Verizon initially insisted upon the unilateral right to terminate the Agreement and all of



its obligations upon sixty (60) days' written notice to the municipality. Its stated reasons for this request are consistent with the first two issues discussed in the introduction above—namely, competition in the video industry and changes in technology. Either or both of these developments could cause Verizon to end its foray into the cable television market.

Recognizing that, if Verizon decides to terminate its cable service business, there is little the municipality could do to stop it, we fought with Verizon's attorneys for months to include protections for the municipality. We asked for certain pre-conditions to any termination as well as a reasonable notice period, so that the municipality would not suffer an abrupt drop in franchise fee revenue without the time to be able to fill the ensuing revenue gap. This notice period would also give Verizon subscribers time to switch to the incumbent cable operator and help preserve franchise fees for the municipality. Note that the current franchise agreement with Verizon also includes a unilateral termination provision.<sup>1</sup>

In the end, Verizon agreed to the following: 1) a pre-condition of a decrease of at least six percent (6%) of Verizon subscribers in the municipality over a twelve (12) month period; 2) the twelve (12) month period may not begin until after the effective date of the Agreement; and 3) after meeting this pre-condition, Verizon must give a separate twelve (12) months' notice to the municipality of its plans to terminate its cable service. Based on its counsel's representations, Verizon has not yet suffered a loss of six percent (6%) of its cable subscribers in a twelve (12) month period in any of its jurisdictions. If Verizon were to experience such a loss in your municipality going forward and if it decides to terminate, then it must provide at least one year's advanced notice to the municipality. After months of negotiations, we can confidently state that this is as far as Verizon is willing to go on this issue.

#### **4. Customer Service Standards**

The new Agreement includes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the recommendations of the FCC, which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Verizon measure compliance if there are subscriber complaints;
- Time limits for commencing installation, service interruption and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Credits for service interruptions of four or more hours upon request;
- Requirements that bills be clear and fully itemized, and that Verizon may not impose late fees on a subscriber who disputes a bill in good faith until the dispute is resolved;

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<sup>1</sup> Verizon retained the right to terminate the current agreement after three years if it "does not then in good faith believe it has achieved a commercially reasonable level of subscriber penetration on its cable system, making it commercially impracticable for Verizon to continue the provision of cable service in the municipality." In other words, if Verizon had decided to shut down its cable service because it had not signed up a sufficient number of cable customers, then it could have terminated the Agreement.

- Customer complaint procedures and time frames; and
- Requirements to be met prior to Verizon disconnecting a subscriber's cable service.

## **5. Reporting and Records Requirements**

As with the current agreement, the new Agreement requires Verizon to send the municipality a quarterly, line-item franchise fee report. In addition, Verizon must keep the following specific records that may be inspected by the municipality: 1) records of all "complaints" as defined in the Agreement; 2) records of all "significant outages" as defined in the Agreement; 3) records of service calls for repair or maintenance; and 4) records of installation/reconnection activities and requests for service extensions. The municipality also has the right to inspect all of Verizon's records pertaining to the Agreement or any aspect of Verizon's cable service. Verizon must retain these records for at least four years.

## **6. Cable Services to Community Facilities**

In your current agreement, Verizon agreed to provide free Basic Service to the municipal buildings, public and private schools, and public libraries listed in Exhibit A to the agreement. In 2019, however, the FCC injected a major new restriction regarding this issue in its Third Report and Order. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings" may be offset against franchise fees. The FCC found that these courtesy services are in-kind contributions and therefore fall within the five percent (5%) franchise fee cap.<sup>2</sup>

As such, Verizon will no longer provide courtesy cable services and will charge municipalities that wish to receive such services. The FCC Order is being challenged in court by many municipalities and local government associations around the country. As such, the new Agreement states that, if the courtesy services portion of the Order is reversed on final appeal, then, if requested in writing by the municipality, Verizon will provide Basic Service to the public buildings listed in Exhibit A to the Agreement on a complimentary basis.

## **7. Educational and Governmental Channels**

Federal law grants municipalities the right to dedicated Public, Educational and Governmental ("PEG") Access Channels noting that the acronym "EG" is used in the absence of a Public Access Channel. In the Agreement, Verizon will continue to provide one (1) Educational Channel and one (1) Governmental Channel to be used for programming related to educational and governmental activities. The Township or its designee would have complete control over the content, scheduling, and administration of the channels, and the Township may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Verizon will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination locations and be

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<sup>2</sup> For those municipalities that assess a franchise fee percentage that is lower than five percent (5%), they may receive free cable services for public facilities.



distributed over the cable system. Verizon is required to cablecast the EG channels to all Verizon subscribers and the technical quality of the channels must be comparable to the technical quality used for commercial channels.

While the EG Channels are currently provided in Standard Definition (“SD”) format, Verizon has agreed to provide one Channel in High Definition (“HD”) format upon request noting that the Township has decided to apply HD format to the Governmental Channel. The Township may make a written request at any time to upgrade the Governmental Channel to HD format with such obligation of Verizon to be fulfilled within two hundred seventy (270) days of Verizon’s receipt of such written notice. We have included in this packet a draft letter to Verizon making such a request on behalf of the Township. The new HD channel will be assigned a new number on Verizon’s channel lineup and may no longer be located on the Basic Service Tier.

#### **8. EG Capital Grant**

The Agreement also requires Verizon to provide the Township with a cash franchise grant to be used for capital expenses “in support of the production of local EG Channel programming.” The grant is to be paid to the Township within ninety (90) days of the effective date of the Agreement. The grant amount negotiated for the Township is \$7,000 based on considerable negotiation regarding same. Verizon reserves the right as allowed by federal law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

#### **9. Enforcement**

The Agreement provides the municipality with three enforcement tools in the event that Verizon violates the Agreement—liquidated damages (pre-determined monetary fines), lawsuit and revocation. The Agreement includes liquidated damages for eight categories of potential violations. Verizon agreed in the new Agreement to increase the damage amounts from the current agreement due to inflation. The new damage amounts are \$150 per day (up from \$100 per day in the current agreement) for all categories, except for violations of customer service standards, which are \$450 per quarter (up from \$300 per quarter). The amount of liquidated damages per year for each municipality may not exceed \$15,000 (up from \$12,000).

The municipality also has the option to file a lawsuit against the cable operator or, in the case of an extreme violation, revoke the Agreement altogether after providing due process rights to Verizon. If the municipality revokes the Agreement, Verizon may appeal the revocation to a court of competent jurisdiction.

#### **10. Modification/Termination Based on Video Service Provider Requirements**

Like Comcast and other incumbent cable operators, Verizon insisted on a competitive equity provision to ensure that the municipality does not grant a separate franchise to another cable operator that is more favorable to that company than this Agreement is to Verizon. After much negotiation, we agreed that the provision will trigger only if your municipality enters into another franchise or other agreement with a “video service provider (VSP)” to provide video services and



if that agreement “taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this (Agreement).”<sup>3</sup>

If this occurs, then Verizon may notify the municipality and, within 60 days of such notice, the parties must “commence negotiations to modify this (Agreement) to create reasonable competitive equity between Verizon and such other VSP’s.” Initially, Verizon wanted to define VSP’s broadly to include wireless companies utilizing the public rights-of-way. We objected on the grounds that wireless companies are subject to completely different regulatory requirements, not the least of which is that wireless companies may not legally be subject to fees calculated as a percentage of gross revenues, such as franchise fees. In the end, Verizon agreed to define VSP to only include wired facilities in the rights-of-way.

## **11. Length of Franchise Term**

Typically, in renewal negotiations, cable operators seek longer franchise terms and municipalities seek shorter terms. The reason is that, for cable operators, franchise agreements secure their capital investment in the cable system, and for municipalities, franchise agreements typically provide new benefits and allow municipalities to address new technologies. In our experience, the average franchise term for all cable operators is ten (10) years.

In this negotiation, however, Verizon turned this policy upside down and insisted on a five (5) year term. For the reasons described in the introduction above, Verizon does not want to be locked into a longer term (despite the “unilateral termination” provision described above). Verizon attorneys stated that no local government in the United States has negotiated a longer renewal term than five years with Verizon. From the beginning of the negotiations, its attorneys said that this item was non-negotiable. As such, the length of term in the new Agreement is (5) years.

Thank you for the opportunity to present this summary of the major provisions of the new Agreement. Please do not hesitate to contact either of us directly if you have any questions or concerns.

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Pittsburgh, PA 15215*

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Emails: dcohen@cohenlawgroup.org  
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<sup>3</sup> The provision also applies to “changes in federal, state, or local law that reduces any material financial and/or operational obligation that the municipality has required from or imposed upon a VSP...”

**CABLE FRANCHISE RENEWAL AGREEMENT**

**BETWEEN**

**TOWNSHIP OF NEW BRITAIN**

**AND**

**VERIZON PENNSYLVANIA LLC**

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into on this \_\_\_\_\_, 2023 (the “Effective Date” as set forth in Section 2.3) by and between the TOWNSHIP OF NEW BRITAIN, Bucks County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Township”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Pennsylvania (the “Franchisee”).

WHEREAS, the Franchisee is a “cable operator” and the Township is a “local franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of September 25, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of twelve (12) years (the “Initial Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Township’s grant of a renewal franchise to the Franchisee, the Franchisee’s promise to continue to provide Cable Service to residents of the Service Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 Access Channel: A video Channel that Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of video programming as directed by Township.

1.2 Affiliate: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 Basic Service: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.4 Cable Service or Cable Services: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: "the one-way transmission to subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service."

1.5 Cable System or System: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states "a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [Title II of this Act], except that such facility shall be considered a cable system (other than for purposes of section 621(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility system." The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Township and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.6 Channel: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states “a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).”

1.7 Communications Act: The Communications Act of 1934, as amended.

1.8 Complaint: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of Franchisee’s Cable System or cable operations.

1.9 Control: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of the Franchisee’s affairs.

1.10 Customer Service Standards: The standards for customer service as set forth in Exhibit B.

1.11 Educational Access Channel: An Access Channel available for the use of the local schools in the Township.

1.12 EG: Educational or Governmental.

1.13 FCC: The United States Federal Communications Commission, or successor governmental entity thereto.

1.14 Fiber to the Premise Telecommunications Network (“FTTP Network”): The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act, and provides Cable Services from the operation of a Cable System.

1.15 Force Majeure: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to the following: severe or unusual weather conditions, labor strikes, slowdowns, stoppages, and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, including terrorist attacks, orders of the government of the United States or the Commonwealth of Pennsylvania, actions or inactions of any government instrumentality or public utility other than Franchisee (including condemnation to the extent not foreseeable), accidents for which the Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which the Franchisee’s FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.16 Franchisee: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.



1.17 Government Access Channel: An Access Channel available for the use of the Township for governmental purposes.

1.18 Gross Revenue: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township, including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees for video-on-demand and pay-per-view;
- (5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (6) revenue from the provision of any other Cable Services;
- (7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (8) fees for changing any level of Cable Service programming;
- (9) fees for service calls;
- (10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (11) fees for leasing of Channels;
- (12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (13) advertising revenues (on a pro rata basis) as set forth herein;
- (14) revenue from the sale or rental of Subscriber lists;
- (15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.18.5 below;
- (16) fees for music services that are Cable Services over the Cable System;
- (17) fees for DVR;

- (18) regional sports programming fees;
- (19) late payment fees;
- (20) NSF check charges;
- (21) Franchise Fees for the provision of Cable Services over the Cable System in the Township; and
- (22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Section 1.18.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.18(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to the Township from Ad "A" is 10% of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is 20% of the Franchisee's revenue.

Gross Revenue shall not include:

1.18.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.18.2 Bad debts written off by the Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.18.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are classified as Non-Cable Services;

and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.18.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.18.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.18.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.18.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of the Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.18.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.18.10 Program launch fees;

1.18.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.18.12 Any fees or charges collected from Subscribers or other third parties for any EG grant.

1.19 High-Definition (HD) EG Access Channel or HD: An EG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of up to 1080i or such higher resolution as determined by the Franchisee in its sole discretion.

1.20 Information Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic



publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.”

1.21 Internet Access: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.22 Non-Cable Services: Any service that is not a Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.23 Normal Operating Conditions: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.24 Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25 Public Rights-of-Way: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.26 Service Area: All portions of the Township where Cable Service is being offered.

1.27 Service Interruption: The loss of picture or sound on one or more cable channels.

1.28 Standard (SD) EG Access Channel or SD: An EG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Franchisee in its sole discretion.

1.29 Subscriber: A Person who lawfully receives Cable Service over the Cable System with the Franchisee’s express permission.

1.30 Telecommunications Facilities: Franchisee’s existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.31 Telecommunication Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future,

which states “the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used.”

1.32 Title II: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

1.33 Title VI: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

1.34 Township: The incorporated area (entire existing territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of the Township during the term of this Franchise.

1.35 Transfer of the Franchise:

1.35.1 Any transaction in which:

1.35.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.35.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.35.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.35.2 However, notwithstanding subsections 1.35.1.1, 1.35.1.2, and 1.35.1.3, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.36 Video Programming: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), which currently states programming provided by, or generally considered comparable to programming provided by a television broadcast station.

1.37 Video Service Provider or VSP: Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable

Services, Video Programming services or internet-protocol based services within the territorial boundaries of the Township.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant. Furthermore, consistent with Section 2.2 below, the Township's grant of authority to provide Cable Services pursuant to this Franchise does not include the authority to provide any Non-Cable Services.

2.2 *Township's Regulatory Authority:* The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on \_\_\_\_\_, 2023 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until \_\_\_\_\_ unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.4 of this Agreement.

2.4 *Termination Generally:* If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon twelve (12) months' written notice to the Township.

2.5 *Modification/Termination Based on VSP Requirements/Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of



authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law.

2.6 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

2.8.1 The failure of the Township on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are that are in conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way; provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

### 3. **PROVISION OF CABLE SERVICE**

#### 3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the TOWNSHIP OF NEW BRITAIN



density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1 *Density Requirement:* Subject to Section 3.1.1, above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred in excess of two hundred (200) feet for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings:* If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the Township pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

3.3.1 Each current municipal building, fire station, and public library as may be designated by the Township in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as  
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may be designated by the Township in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

#### 4. SYSTEM FACILITIES

4.1 *Technical Requirement:* The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with operated with an initial digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.2.3 The Cable System must conform to all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, and shall comply with all technical standards of the following:

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The System shall incorporate equipment capable of providing standby powering of the System.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC with respect to the operation of an Emergency Alert System (“EAS”) requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

## 5. EG SERVICES

### 5.1 EG Set Aside; Interconnection:

5.1.1 In order to ensure universal availability of Public, Educational and Government Access programming, Franchisee shall continue to provide on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Township or its designee. The Township and Franchisee will comply with all laws and regulations related to use of the EG Channels.

5.1.2 The EG Channels shall be used for community programming related to public, educational and/or governmental activities. The Township shall have complete control over the content, scheduling, and administration of the EG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. If an EG Channel provided under this Article is not being utilized by the Township, the Franchisee may utilize such EG Channel, in its sole discretion, after receiving written approval by the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use the EG Channel, the Township shall provide the Franchisee with ninety (90) days’ prior written notice of such request.

5.1.3 The Township shall comply with the law regarding the non-commercial use of EG Channels.

5.2 Franchisee shall maintain in good working order the video links and equipment necessary to transmit the EG signals to the channel aggregation site for further processing and distribution to Subscribers. Franchisee shall maintain the EG Channels and video links in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of the programming produced by any EG Channel producer.

5.3 The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation points and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating



equipment and facilities on the Township's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

5.3.1 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than twelve (12) months after written notice by the Township to activate a EG Channel, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Township where EG Access programming is originated for the purpose of cablecasting EG programming; provided, however, that the Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG programming.

5.4 Starting on the Effective Date, the Township may make a written request to upgrade/replace one (1) existing SD EG Access Channel to be broadcast in High Definition. Upon receipt of the Township's written request, the Franchisee shall make such an HD EG Access Channel available to the Township or the EG Access Designee within two hundred and seventy (270) days of the Franchisee's receipt of such written notice from the Township. The Township shall include in the written notice a statement of the existing Fios Channel number and the originating location of the programming. The new HD EG Access Channel will be assigned a new channel number on the Fios channel lineup. To the extent permitted by law, the Franchisee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD EG Access Channel programming of any type.

All programming content for the HD EG Access Channel shall be transmitted to the Franchisee in HD-SDI format with a resolution of 720p or 1080i. The Township expressly acknowledges that an HD EG Access Channel may not be available at all times during the term of this Agreement on Franchisee's Basic Service Tier and that in order to view the HD EG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.5 EG Grant: Franchisee shall provide a grant to the Township to be used for capital costs used in support of the production of EG Channel programming. The EG Grant provided by Franchisee hereunder shall be the sum of \$7,000. The EG Grant shall be remitted to the Township within ninety (90) days of the Effective Date.

5.6 Indemnity for EG: The Township shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost

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of defending claims or litigation, arising from or in connection with claims regarding an EG programming facility, not including the actual FTTP Network, or Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township shall establish rules and regulations for use of EG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.6.1 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of EG services as set forth in 47 U.S.C. § 622, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

## 6. FRANCHISE FEES

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the percentage of the Franchisee's Franchise Fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Township may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records reasonably necessary for any such audit shall be made available by the Franchisee to the Township, in accordance with Section 8.1 hereof, at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties.

6.4.2 The Franchisee shall provide the records reasonably necessary for the audit and requested by the Township in a timely manner. Any such audit conducted by the Township or auditor employed by the Township shall be completed in a timely manner. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit. The Township's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the Township or its auditor in accordance subsection 6.4.1, above, or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the Franchise Fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to three thousand dollars (\$3,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula *e.g.* payment based on an underpayment of fees, if any.



6.5 *Bundled Services*: If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. **CUSTOMER SERVICE**

Customer Service Requirements are set forth in Exhibit B. Such Requirements may be amended by written consent of the parties.

8. **REPORTS AND RECORDS**

8.1 *Open Books and Records*: Upon thirty (30) days' written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Franchisee's regular business hours as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. The books and records to be made available for inspection by the Township shall be made available for inspection at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide an explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required*: The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to complaints requiring an employee service call;



8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

## 9. **INSURANCE AND INDEMNIFICATION**

### 9.1 *Insurance:*

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice of cancellation from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of such cancellation.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection or (b) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and Township shall be responsible for, Township's own acts of willful misconduct, the Township's breach of obligation under the Franchise, or negligence of the Township, or its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

10. **TRANSFER OF FRANCHISE**

*Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent  
TOWNSHIP OF NEW BRITAIN



of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.35 above.

11. **RENEWAL OF FRANCHISE**

The Township and the Franchisee agree that any proceedings undertaken by the Township that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

12.1 *Notice of Non-Compliance:* If at any time the Township believes that the Franchisee has not complied with the terms of the Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice"). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2 *Franchisee's Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages:* After the time period set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Sections 12.1-12.2 above; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in this Section 12.3 (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period in which liquidated damages are assessed; provided, however, once the Township has ceased to assess its liquidated damages remedy as set forth in Section 12.3.2, it may pursue other available remedies.



12.3.1 Pursuant to Section 12.2, the following monetary damages shall apply:

For failure to provide Cable Service as set forth in Sections 3.1-3.3.....	\$150/day for each day the violation continues;
For failure to maintain the FCC technical standards as set forth in Section 4.....	\$150/day for each day the violation continues;
For failure to provide EG Services to the community specified in Section 5.1.....	\$150/day for each day the violation continues;
For failure to comply with Franchise Fee audit requirements as set forth in Section 6.4.....	\$150/day for each day the violation continues;
For failure to provide the Township with any reports or records required by the Agreement within the time period required.....	\$150/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit B .....	\$450 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Section 10.1.1.....	\$150/day for each day the violation continues; and
For a Transfer specified in Section 11 without required approval.....	\$150/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this section shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

12.4 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek termination of this Agreement at a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements, the Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke the Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

### 13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties:* In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns.

TOWNSHIP OF NEW BRITAIN

13.3 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.3.1 *Good Faith Error*: The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.4 *Delivery of Payments*: The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.5 *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.5.1 Notices to the Franchisee shall be mailed to:

President  
Verizon Pennsylvania LLC  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107

With a copy to:

Verizon Legal Department  
140 West Street, 6<sup>th</sup> Floor  
New York NY 10007  
Attention: Monica Azare, Vice President and Deputy  
General Counsel

13.5.2 Notices to the Township shall be mailed to:

Township of New Britain  
207 Park Avenue  
Chalfont, PA 18914  
Attention: Township Manager

With a copy to:

Cohen Law Group  
413 S. Main Street  
Pittsburgh, PA 15215



13.6 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.7 *Amendments*: Amendments to this Agreement shall be mutually agreed to in writing by the parties.

13.8 *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.9 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.10 *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.11 *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or EG requirements set out in this Agreement.

13.12 *Publishing Information*: The Township hereby requests that the Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

13.13 *Parental Control*: The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

13.14 *Independent Review*: The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s)

shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15 If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.16 *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

**[SIGNATURE PAGE FOLLOWS]**

TOWNSHIP OF NEW BRITAIN

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

Print: \_\_\_\_\_

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

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

VERIZON PENNSYLVANIA LLC

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

Print: \_\_\_\_\_

Title: President, Verizon Pennsylvania LLC

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

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards



**EXHIBIT A**

**PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

New Britain Township Building Administration  
207 Park Avenue  
Chalfont, PA 18914

New Britain Township Building Police Department  
207 Park Avenue  
Chalfont, PA 18914

New Britain Township Public Works  
615 N. Limekiln Pike  
Chalfont, PA 18914

Chalfont Fire Company Station #74  
1034 E. Schoolhouse Road  
Chalfont, PA 18914

St. Jude Elementary School  
323 W. Butler Avenue  
Chalfont, PA 18914

Plumstead Christian Elementary School  
757 New Galena Road  
Chalfont, PA 18914

Simon Butler Elementary School  
200 Brittany Drive  
Chalfont, PA 18914

Unami Middle School  
160 S. Moyer Rd.  
Chalfont, PA 18914

## **EXHIBIT B**

### **CUSTOMER SERVICE STANDARDS**

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

#### **SECTION 1: DEFINITIONS**

A. **Respond**: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. **Significant Outage**: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Township.

C. **Service Call**: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Standard Installation**: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

#### **SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue

for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with the rules of the FCC, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment



with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by

the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to the Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Franchisee may provide all notices identified in this Section electronically or on-screen.

#### **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s complaint and advise the Subscriber of the results of that investigation.

#### **SECTION 6: BILLING**

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon written request.

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

#### **SECTION 7: RATES, FEES, AND CHARGES**

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

#### **SECTION 8: DISCONNECTION /DENIAL OF SERVICE**

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom



the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

### **SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS**

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification;

(3) A separate on-screen notification; or

(4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the Township a minimum of thirty (30) days in advance of such changes

if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE OF THE TOWNSHIP OF NEW BRITAIN AUTHORIZING  
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE  
TOWNSHIP AND  
VERIZON PENNSYLVANIA LLC**

**WHEREAS**, the Franchisee is a “cable operator” and the Township is a “local franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

**WHEREAS**, the Township granted to the Franchisee, effective as of September 25, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of twelve (12) years (the “Initial Franchise”);

**WHEREAS**, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

**WHEREAS**, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

**WHEREAS**, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

**WHEREAS**, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

**WHEREAS**, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

**WHEREAS**, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

**NOW THEREFORE, BE IT ORDAINED** that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with the Franchisee, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

TOWNSHIP OF NEW BRITAIN

\_\_\_\_\_

\_\_\_\_\_  
Chairman, Township Board of  
Supervisors

**PUBLIC NOTICE**

Notice is hereby given that on \_\_\_\_\_, \_\_\_\_\_, 2024 at \_\_\_ p.m. in the New Britain Township Municipal Building located at 207 Park Avenue, Chalfont, PA 18914, the Board of Supervisors of New Britain Township will hold a public meeting to consider enacting the following:

**AN ORDINANCE OF NEW BRITAIN TOWNSHIP AUTHORIZING  
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE  
TOWNSHIP AND VERIZON PENNSYLVANIA LLC**

A copy of the full text of the ordinance and agreement may be examined at the address set forth above, during normal business hours from \_\_\_ a.m. to \_\_\_ p.m., Monday through Friday.

Dan Fox  
Township Manager  
(215) 822-1391





# MEMO

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**TO:** Board of Supervisors  
**FROM:** Dan Fox  
**DATE:** 6/3/24  
**RE:** BOS Mtg. 6/3 Agenda Item 6.B Brittany Farms Stream Bank Stabilization Project

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Background – We received bids on 5/22/24 for the above referenced project. Attached is a cover letter from Gilmore & Associates Inc and the bid tab sheet, the low bidder is Davidheiser Construction Services, Inc in the amount of \$165,353.75. All the bid documents were properly completed and a bid bond in the amount of 10% was included. Craig Kennard of Gilmore will be here to answer any questions.

Staff Recommendations – Award the bid to Davidheiser Construction Services Inc. in the amount of \$165,353.75



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

May 29, 2024

File No. 060316103

Daniel Fox, Township Manager  
New Britain Township  
207 Park Avenue  
Chalfont, PA 18914

Reference: NBT MS4 Project – Brittany Farms Streambank Stabilization  
Bid Award Recommendation

Dear Dan:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the three (3) bids submitted for the above-referenced project. A copy of the complete bid tabulation is attached for your review.

Upon examination, we have determined that Davidheiser Construction Services, Inc. is the lowest responsible and responsive bidder for the project. All the required bid documents were properly completed, and a Bid Bond was included in the amount of 10% of the bid. Davidheiser Construction Services, Inc., has recently completed a streambank stabilization project for the Berks County Conservation District and their references were very positive.

As such, we recommend that the contract for the NBT MS4 Project – Brittany Farms Streambank Stabilization be awarded to **Davidheiser Construction Services, Inc.** for all items included in the Base and Alternate Bids in the amount of **\$165,353.75**. We note that this price does not include construction contingency, nor engineering services such as construction observation and administration, meetings, payment and project close out items. We recommend that the Township assume an additional 15% for contingency and 15% for the other services as noted above.

As noted in the TMDL/ PRP for the Neshaminy Creek, the Township is required to reduce the sediment load to the Neshaminy Creek by 235,815 lbs/yr. Based on 800 linear feet of streambank stabilization recommended to be addressed based on field observations and a rate of 44.88 pounds of sediment reduction per foot per year, we calculate a proposed reduction of 35,904 lbs/yr.

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

Sincerely,

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

JM/tw

Enclosure: As referenced

cc: Dave Conroy, New Britain Township  
Craig D. Kennard, P.E., E.V.P., Gilmore & Associates, Inc.

BUILDING ON A FOUNDATION OF EXCELLENCE

**G GILMORE & ASSOCIATES, INC.**  
**& A BID TABULATION**

CLIENT: NEW BRITAIN TOWNSHIP  
 PROJECT NAME: NBT MS4 ROJECT - BRITTANY FARMS STREAMBANK STABILIZATION  
 PROJECT NUMBER: 60316103  
 PROJECT BID DATE: May 22, 2024 @ 10:00 A.M.

#	DESCRIPTION	UNITS	QUANTITY	Davidheiser Construction Services		Brightfields, Inc.		Stonewood Landshaping, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID</b>									
<b>Restoration Area 1 - Redirective and Live Stakes</b>									
1	Clearing and Grubbing	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 18,600.00	\$ 18,600.00	\$ 30,000.00	\$ 30,000.00
2	Rock Construction Entrance	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 4,565.00	\$ 4,565.00	\$ 2,500.00	\$ 2,500.00
3	Water Filter Bag	EA	1	\$ 450.00	\$ 450.00	\$ 75.00	\$ 75.00	\$ 400.00	\$ 400.00
4	Sandbag Coffor Dam	LF	35	\$ 15.00	\$ 525.00	\$ 9.00	\$ 315.00	\$ 45.00	\$ 1,575.00
5	Remove Existing Gabion Basket	LS	1	\$ 450.00	\$ 450.00	\$ 1,895.00	\$ 1,895.00	\$ 4,000.00	\$ 4,000.00
6	Earthwork - Slope Grading	SY	280	\$ 25.00	\$ 7,000.00	\$ 21.40	\$ 5,992.00	\$ 55.00	\$ 15,400.00
7	Longitudinal Peaked Stone Toe Protection	CY	3	\$ 275.00	\$ 825.00	\$ 1,150.00	\$ 3,450.00	\$ 500.00	\$ 1,500.00
8	Jute Fabric Matting with Live Stakes	LF	311	\$ 18.00	\$ 5,598.00	\$ 24.00	\$ 7,464.00	\$ 45.00	\$ 13,995.00
9	12" Coir Fiber Log, Biolog	LF	415	\$ 30.00	\$ 12,450.00	\$ 17.00	\$ 7,055.00	\$ 75.00	\$ 31,125.00
10	Rock Cross Vane 'A' and 'B', Class C Self-Launching	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 2,110.00	\$ 4,220.00	\$ 3,500.00	\$ 7,000.00
11	Landscape Protection	LF	275	\$ 5.00	\$ 1,375.00	\$ 1.00	\$ 275.00	\$ 10.00	\$ 2,750.00
12	PennDOT Formula C	SY	400	\$ 1.00	\$ 400.00	\$ 0.25	\$ 100.00	\$ 5.00	\$ 2,000.00
13	Weiland Conservation Seed Mix Emmx-137	SY	280	\$ 1.25	\$ 350.00	\$ 0.75	\$ 210.00	\$ 15.00	\$ 4,200.00
<b>Base Bid Total:</b>				\$	\$ 50,523.00	\$	\$ 54,216.00	\$	\$ 116,445.00
<b>ALTERNATE BIDS</b>									
<b>Alternate 1 - Remove Dead/Damaged Trees</b>									
<b>Alternate 2 - Restoration Area 2 - Soil Wrap and Scour Protection</b>									
1	Clearing and Grubbing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 8,450.00	\$ 8,450.00	\$ 2,500.00	\$ 2,500.00
2	Longitudinal Peaked Stone Toe Protection, Class C Self-Launching	CY	23	\$ 165.00	\$ 3,795.00	\$ 340.00	\$ 7,820.00	\$ 100.00	\$ 2,300.00
3	Additional Live Stakes - 3' O.C.	SY	175	\$ 15.00	\$ 2,625.00	\$ 29.00	\$ 5,075.00	\$ 45.00	\$ 7,875.00
4	TRM Geotextile Soil Wrap Incl. Excavation	LF	88	\$ 84.00	\$ 7,392.00	\$ 85.00	\$ 7,480.00	\$ 200.00	\$ 17,600.00
5	Sandbag Coffor Dam	LF	83	\$ 15.00	\$ 1,245.00	\$ 9.00	\$ 747.00	\$ 30.00	\$ 2,490.00
6	Water Filter Bag	EA	1	\$ 450.00	\$ 450.00	\$ 75.00	\$ 75.00	\$ 400.00	\$ 400.00
7	PennDOT Formula C	SY	450	\$ 1.00	\$ 450.00	\$ 0.25	\$ 112.50	\$ 5.00	\$ 2,250.00
<b>Alternate 2 Total:</b>				\$	\$ 19,457.00	\$	\$ 29,759.50	\$	\$ 35,415.00
<b>Alternate 3 - Restoration Area 3 - Step-Pool Drop with Overbank</b>									
1	Clearing and Grubbing/ Remove Trees, Redi-Rock and Gabions	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,330.00	\$ 4,330.00	\$ 3,000.00	\$ 3,000.00
2	Earthwork - Slope Grading	SY	120	\$ 25.00	\$ 3,000.00	\$ 22.00	\$ 2,640.00	\$ 55.00	\$ 6,600.00
3	Cross-Vane Stepped Pool, Class C Self-Launching	LS	1	\$ 1,750.00	\$ 1,750.00	\$ 3,125.00	\$ 3,125.00	\$ 2,500.00	\$ 2,500.00
4	Additional Live Stakes - 3' O.C.	SY	136	\$ 15.00	\$ 2,040.00	\$ 36.00	\$ 4,896.00	\$ 75.00	\$ 10,200.00
5	TRM Geotextile Soil Wrap, Incl. Excavation	LF	134	\$ 84.00	\$ 11,256.00	\$ 85.00	\$ 11,390.00	\$ 100.00	\$ 13,400.00
6	Sandbag Coffor Dam	LF	40	\$ 15.00	\$ 600.00	\$ 9.00	\$ 360.00	\$ 30.00	\$ 1,200.00
7	Water Filter Bag	EA	1	\$ 450.00	\$ 450.00	\$ 75.00	\$ 75.00	\$ 400.00	\$ 400.00
8	Landscape Protection	LF	120	\$ 1.50	\$ 180.00	\$ 1.00	\$ 120.00	\$ 20.00	\$ 2,400.00
9	PennDOT Formula C	SY	395	\$ 1.00	\$ 395.00	\$ 0.25	\$ 98.75	\$ 5.00	\$ 1,975.00
<b>Alternate 3 Total:</b>				\$	\$ 23,171.00	\$	\$ 27,034.75	\$	\$ 41,675.00
<b>Alternate 3A - Sanitary Sewer Removal in Area 3</b>									
1	Remove Abandoned Sanitary Sewer Manhole	EA	1	\$ 1,250.00	\$ 1,250.00	\$ 3,185.00	\$ 3,185.00	\$ 3,000.00	\$ 3,000.00
2	Remove Abandoned Sanitary Sewer Pipe	LF	122	\$ 5.00	\$ 610.00	\$ 19.00	\$ 2,318.00	\$ 60.00	\$ 7,320.00
<b>Alternate 3A Total:</b>				\$	\$ 1,860.00	\$	\$ 5,503.00	\$	\$ 10,320.00



**G GILMORE & ASSOCIATES, INC.  
& A BID TABULATION**

CLIENT:  
NEW BRITAIN TOWNSHIP  
PROJECT NAME:  
NBT MSA PROJECT - BRITANNY FARMS STREAMBANK STABILIZATION  
PROJECT NUMBER:  
60316103  
PROJECT BID DATE: May 22, 2024 @ 10:00 A.M.

#	DESCRIPTION	UNITS	QUANTITY	DAVIDHEISER CONSTRUCTION SERVICES		BRIGHTFIELDS, INC.		STONEWOOD LANDSHAPING, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Alternate 4 - Restoration Area 4 - Toe Protection and Live Stakes</b>									
1	Clearing and Grubbing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,130.00	\$ 4,130.00	\$ 2,500.00	\$ 2,500.00
2	Earthwork - Slope Grading	SY	75	\$ 25.00	\$ 1,875.00	\$ 24.00	\$ 1,800.00	\$ 55.00	\$ 4,125.00
3	Jute Fabric with Live Stakes	LF	77	\$ 18.00	\$ 1,386.00	\$ 45.00	\$ 3,465.00	\$ 45.00	\$ 3,465.00
4	12" Coir Fiber Log, Biolog	LF	95	\$ 30.00	\$ 2,850.00	\$ 25.00	\$ 2,375.00	\$ 75.00	\$ 7,125.00
5	Additional Live Stakes - 3' O.C.	SY	32	\$ 15.00	\$ 480.00	\$ 64.00	\$ 2,048.00	\$ 75.00	\$ 2,400.00
6	Sandbag Coffor Dam	LF	21	\$ 15.00	\$ 315.00	\$ 9.00	\$ 189.00	\$ 30.00	\$ 630.00
7	Water Filter Bag	EA	1	\$ 450.00	\$ 450.00	\$ 75.00	\$ 75.00	\$ 400.00	\$ 400.00
8	Landscape Protection	LF	80	\$ 1.50	\$ 120.00	\$ 1.00	\$ 80.00	\$ 20.00	\$ 1,600.00
9	Wetland Conservation Seed Mix Emmx-137	SY	75	\$ 1.25	\$ 93.75	\$ 0.75	\$ 56.25	\$ 15.00	\$ 1,125.00
10	PennDOT Formula C	SY	275	\$ 1.00	\$ 275.00	\$ 0.25	\$ 68.75	\$ 5.00	\$ 1,375.00
<b>Alternate 4 Total:</b>				\$ 11,344.75	\$ 11,344.75	\$ 14,287.00	\$ 14,287.00	\$ 24,745.00	\$ 24,745.00
<b>Alternate 5 - Restoration Area 5 - Toe Protection and Live Stakes</b>									
1	Clearing and Grubbing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,130.00	\$ 4,130.00	\$ 2,500.00	\$ 2,500.00
2	Earthwork - Slope Grading	SY	70	\$ 25.00	\$ 1,750.00	\$ 25.00	\$ 1,750.00	\$ 55.00	\$ 3,850.00
3	Jute Fabric with Live Stakes	LF	55	\$ 18.00	\$ 990.00	\$ 61.00	\$ 3,355.00	\$ 45.00	\$ 2,475.00
4	12" Coir Fiber Log, Biolog	LF	75	\$ 30.00	\$ 2,250.00	\$ 26.00	\$ 1,950.00	\$ 75.00	\$ 5,625.00
5	Additional Live Stakes - 3' O.C.	SY	68	\$ 15.00	\$ 1,020.00	\$ 34.00	\$ 2,312.00	\$ 75.00	\$ 5,100.00
6	Rock Cross Vane, Class C Self-Launching	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 3,125.00	\$ 3,125.00	\$ 3,500.00	\$ 3,500.00
7	Sandbag Coffor Dam	LF	26	\$ 15.00	\$ 390.00	\$ 9.00	\$ 234.00	\$ 30.00	\$ 780.00
8	Water Filter Bag	EA	1	\$ 450.00	\$ 450.00	\$ 75.00	\$ 75.00	\$ 400.00	\$ 400.00
9	Landscape Protection	LF	75	\$ 1.50	\$ 112.50	\$ 1.00	\$ 75.00	\$ 20.00	\$ 1,500.00
10	Wetland Conservation Seed Mix Emmx-137	SY	70	\$ 1.25	\$ 87.50	\$ 0.75	\$ 52.50	\$ 15.00	\$ 1,050.00
11	PennDOT Formula C	SY	275	\$ 1.00	\$ 275.00	\$ 0.25	\$ 68.75	\$ 5.00	\$ 1,375.00
<b>Alternate 5 Total:</b>				\$ 13,025.00	\$ 13,025.00	\$ 17,127.25	\$ 17,127.25	\$ 28,155.00	\$ 28,155.00
<b>Alternate 6 - Restoration Area 6 - Toe Protection and Live Stakes</b>									
1	Clearing and Grubbing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,130.00	\$ 4,130.00	\$ 2,500.00	\$ 2,500.00
2	Earthwork - Slope Grading	SY	380	\$ 25.00	\$ 9,500.00	\$ 28.00	\$ 10,640.00	\$ 40.00	\$ 15,200.00
3	Jute Fabric with Live Stakes	LF	281	\$ 18.00	\$ 5,058.00	\$ 28.00	\$ 7,868.00	\$ 100.00	\$ 28,100.00
4	12" Coir Fiber Log, Biolog	LF	305	\$ 30.00	\$ 9,150.00	\$ 16.00	\$ 4,880.00	\$ 75.00	\$ 22,875.00
5	Landscape Protection	LF	310	\$ 1.50	\$ 465.00	\$ 1.00	\$ 310.00	\$ 10.00	\$ 3,100.00
6	Wetland Conservation Seed Mix Emmx-137	SY	380	\$ 1.25	\$ 475.00	\$ 0.75	\$ 285.00	\$ 15.00	\$ 5,700.00
7	PennDOT Formula C	SY	275	\$ 1.00	\$ 275.00	\$ 0.50	\$ 137.50	\$ 5.00	\$ 1,375.00
<b>Alternate 6 Total:</b>				\$ 28,423.00	\$ 28,423.00	\$ 28,250.50	\$ 28,250.50	\$ 78,650.00	\$ 78,650.00
<b>Total Amount Base Bid:</b>				\$ 50,523.00	\$ 50,523.00	\$ 54,216.00	\$ 54,216.00	\$ 116,445.00	\$ 116,445.00
<b>Total Amount Base Bid &amp; Alternate #1 - 6:</b>				\$ 165,353.75	\$ 165,353.75	\$ 189,543.00	\$ 189,543.00	\$ 341,005.00	\$ 341,005.00

**COMPLETENESS REVIEW**

- A. Bidder's Acknowledgement Form
- B. Bid Bond
- C. Agreement of Surety
- D. Bidder Qualification Statement
- E. Non-Collusion Affidavit
- F. Public Works Verification Form

X									
X									
X									
X									
X									
X									



# MEMO

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**TO:** Board of Supervisors  
**FROM:** Chief Clowser  
**DATE:** June 3, 2024  
**RE:** Purchase of Chairs

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Police department furnishings are mostly several decades old, worn, and unserviceable. Chairs in particular are in dire need of replacement.

The police department researched suitable chairs for police officers based on the gear that they wear, durability, and comfortability. The recommended replacement chair is a Heavy Duty Law Enforcement Task Chair by Buzz Seating, Inc. The police department purchased one of these chairs to evaluate and found it to be very durable and accommodating to the officers.

The police department would like to replace existing office and workstation chairs with 16 Heavy Duty Law Enforcement Task Chairs at the cost of \$11,504. This is budgeted in line item 410.760 Renovation to Police Department. Old chairs will be properly disposed of.

**STAFF RECOMMENDATION:**

Approve a motion to accept the quote from Buzz Seating and approve Purchase Order 2024-15 in the amount of \$11,504 for the purchase of 16 Heavy Duty Law Enforcement Task Chairs for the police department.

Purchase order 2024-15 is attached.







May 24, 2024

Richard C. Clowser, Chief of Police  
New Britain Township Police Department  
207 Park Avenue  
Chalfont, PA 18914

Re: Shield chair quote

Dear Chief Clowser,

The following quote for the New Britain Township Police Department is for the Shield standard and Heavy Duty Law Enforcement Task Chair manufactured by Buzz Seating, Inc. Multiple patents have been awarded on the Shield chair. Prices do include freight to Chalfont, PA. Buzz Seating GSA contract number: GS-28F-0040U.

**8 #SH04-DA-HC01HD-Grade 3 Ballistic Nylon upholstery fabric.** Shield chair with Drop-Away arms. Buzz arm pad. Arms drop down for ease of entry or egress while wearing the gun or utility belt. Upholstered seat and back with cut-away in the lower back for gun and utility belts. Ratchet 5" back height adjustment allows individual positioning of the cut-away to each user. Synchronized tilt mechanism, with tilt tension and tilt lock. Seat depth adjustment. **Heavy duty multi-purpose casters – hard floor or carpet.** 5 prong nylon base. Ballistic nylon color: Black, with black in the back recess and rear of seat. 350 lbs. user weight limit.

List price each: \$1,835.00

GSA discount: List price less 60% (List price x .40)

Net GSA price each: **\$734.00**

Total net GSA price for 8 chairs with hard floor casters: **\$5,872.00.**

**8 #SH04-DA-24/7-Grade 3 Ballistic Nylon upholstery fabric.** Shield chair with Drop-Away arms. Buzz arm pad. Arms drop down for ease of entry or egress while wearing the gun or utility belt. Upholstered seat and back with cut-away in the lower back for gun and utility belts. Ratchet 5" back height adjustment allows individual positioning of the cut-away to each user. Synchronized tilt mechanism, with tilt tension and tilt lock. Seat depth adjustment. **Carpet casters.** 5 prong nylon base. Ballistic nylon color: Black, with black in the back recess and rear of seat. 350 lbs. user weight limit.

List price each: \$1,760.00

GSA discount: List price less 60% (List price x .40)

Net GSA price each: **\$704.00**

Total net GSA price for 8 chairs with carpet casters: **\$5,632.00.**

Orders for 12 or more Shield chairs are shipped without the freight charge.

May 24, 2024

New Britain Township Police Department – Shield Chair Quote - Page 2

Note: The upholstery choices of blue, black, red, and camo are all priced the same including a combination of camo and black, blue or black upholstered back with blue or black upholstered seat, or other color combinations at the same price as quoted below. Please specify the color or colors desired.

**Lead time: 4 weeks from order date until shipping.**



**Shield Chair #SH04**

**Warranty**

24/7 multi-shift use: 5 years on all components, and 2 years on fabrics and foam.  
Single shift use: 10-years on components, and 5-years on fabric and foam.

**Shipping**

Each Shield chair is shipped in one box. The Shield chairs are shipped on pallets. A loading dock must be available, and be able to accommodate a 53' trailer. If no loading dock is available then the shipment is made on a truck with a lift gate capability. A truck with a lift gate will cost an extra \$183.00. Some assembly is required at the destination and can be accomplished by in house personnel.

All Buzz Seating products meet or exceed ANSI/BIFMA Standards.  
All Buzz Seating products meet/exceed Cal 117 and NFPA guidelines.  
All Buzz Seating products comply with TAA.  
All Buzz Seating products are MAS Green Certified.

The Shield Chair is produced with domestic manufactured components made the United States and Canada.

Thank you for your interest in Buzz Seating and the Shield chair. If you have questions or need more information please contact me.

Sincerely,

*Arthur E. Jacobs*

Arthur E. Jacobs  
GSA Sales Director  
Buzz Seating Inc.



**New Britain Township  
May 2024 Engineer's Report**

General Services Projects		
Project Name	Location	Status
NBT Stormwater MS4	Township Urbanized Area	Bid to be awarded 6/3/24; MS4 Annual Report submitted 9/29/23; Permit expires 8/24; NBT submitted Notice of Intent for 2024 MS4 Permit Renewal; Current Permit Year ends 6/30/24; DEP review of 2022-2023 Annual Report received 5/20/24 (see attached)
Keller Road Bridge	Keller Road	Survey Plan completed; Per Capital Improvement Planning meeting, BOS to advise on repair or replacement.
Neshaminy Greenway Trail - Coleman Property Connection	1606 Upper State Road	Construction as of 11/28/23; Change Order #1 apprvd 11/20/23; Change Order #2 apprvd 12/4/23; Trail paved 4/22/24; Payment 5 under rvw; Contractor 100% completed; NBTPW work under construction; G&A submitted reimbursement for DVRPC; DCNR grant reimbursement to be submitted; Phase 2: G&A to work with BOS and Staff to discuss project scope, planning, and phasing.
Ordinance Amendments		G&A working with Township Staff on amendments to several sections of the ZO and SALDO related to woodlands, landscaping, traffic, parking, fences, stormwater, & misc. cleanup items. Tree Amendment 1 presented to BOS 12/4/23. Parking and Traffic amendment presented 2/5/24; Zoning Amendment presented at 4/1/24 BOS meeting; SALDO amendments to be presented tentatively in July 2024
Act 537 Update		Act 537 Plan Update authorized 3/20/23; Engineer's meeting 6/27/23 with JSchmidt & GHood to discuss update to sewer service areas. G&A provided CKS with upcoming Land Developments on 10/9/23; CNBTJSA provided update to BOS on 2/5/24; CDK met with CNBTJSA on 2/12/24 to discuss reduced scope and updated map; Draft Act 537 Map under rvw;
Road Program		Bid Opening 5/29/24; Residents have until July to replace curb for 2024 Program; Starting notification process and concrete inspections for 2025-2029 Road Program;
North Branch and Pine Run Park Upgrades	Forrest Park Dr. to Cayuga Cir.	Low-flight drone aerial topography authorized on 3/18/24; All files rec'd from Cooper Aerial 5/15/24; Existing Conditions Plan being prepared
Code Enforcement Services		
Subdivision and Land Development Projects - Planning and Reviews		
Project Name	Location	Status
MarMar Major Subdivision (fka Lohin)	Township Line Road and Walter Rd	7-Lot Subd and LD with new private cul-de-sac rd. Prel/Final Plans approved on 9/27/21; Planning Module approved by DEP. Plans approved on 3/30/23; "7 Walters LLC" (MarMar Builders) executing agreements.
123 Creek Road Minor Subdivision (Labrozzi)	123 Creek Road	PM Exemption rec'd 10/21/22; G&A Rvw2 issued 10/18/23; BOS approved 11/20/23; Rev. Resolution approved at 3/4/24 BOS mtg.
Clauser Tree Care (Holy Properties)	324 Schoolhouse Road	Escrow Rego (Zoning) apprvd 4/7/22; Phase 2 (LD) Escrow 1 Release Request apprvd 6/20/22; Amended Final Plan Rvw issued 2/22/24; Amended Final Plan approved 2/14/24; Check-out Plans approved; Record Plans being circulated for
98 Railroad (JAMP)	98 Railroad Avenue	3 new SFD's, 1 Existing SFD to remain; Amended final approval 5/21/21; Proposing public sewer. DEP Exemption received 6/30/23; Plan approval issued 8/16/23; Eng. confirming location of 30" water line; Record Plans being generated; Railroad3, LLC executing agreements



**Subdivision and Land Development Projects - Planning and Reviews (continued)**

<b>Project Name</b>	<b>Location</b>	<b>Status</b>
Galena Reserve	Limekiln Road	B9 MHP II - 46 33 Age-Restricted Units; Preliminary Plan rvw issued 1/18/23; need correspondence from Water and Sewer Authorities
Benner Subdivision	Dolly Lane	Plan and Legal Desc approval issued 11/16/22; Awaiting Outside Agency Approvals; Aqua needs approval of PUC to service development outside their service area; Record Plans being prepared and Agreements drafted
Byer's Choice	4355 County Line Rd	Staff meeting 3/21/24 to discuss potential Subdivision/LD; Applicant to submit a Sketch Plan for Zoning and Engineering Review
180 New Britain Boulevard Land Development	354 Schoolhouse Road	Consolidation of two parcels and expansion of parking and loading areas. Eng Sketch Rvw issued 1/16/23; Attended 1/24/23 PC and 2/6/23 BOS. Rec'd variance and special exception at 6/22/23 ZHB
Petrucci Land Development	Manor Drive	Age-Restricted Apartments, Medical Office, Senior Living Facility and/or 60,000-SF Warehouse/Office; Sketch Rvw (Warehouse) issued 6/9/22; attended 6/28/22 PC, 7/11/22 BOS, 11/2/22 Staff Mtg, 12/1/22 BOS, 2/14/23 Staff Mtg, 4/3/23 BOS; ZHB Decision grated 11/20/24
141 Independence Lane Land Development	141 Independence Ln	92,825-SF warehouse; Received variances from ZHB; Prel/Final Plans approved 10/17/22; Checkset Plan approval 5/25/23; Rec'd Planning Exemption/NPDES Permit;
Toll Brothers Land Development (Birch Run)	County Line Road	44 Townhomes; Sketch Rvw 4/20/22; 4/26/22 PC; 3/16/22 BOS Mtg; 5/9/22 Eng Mtg; 9/7/22 Staff Mtg; 11/29/22 Eng Mtg; 1/10/23 Eng Mtg; 1/23/23 BOS Mtg; 5/1/23 Conditional Use Hearing; Adjudication approved 7/17/23; G&A Prel Rvw 2/21/24; 2/27/24 PC; 3/18/24 BOS; Resolution approved at 4/1/24 BOS; Final Plans under rvw
Casadonti Subdivision and Land Development	396 King Road	5 new SFD lots; Residents concerned with uplighting, road widening, and well impacts. Planning Module Exemption apprvd 10/12/23; BOS apprvd at 9/25/23 mtg (Res 2023-21); Plans apprvd 2/1/24; Agreements recorded
Dunkin Donuts - Rao Group	545 W. Butler Ave	2 Sketches reviewed for a 2,500-SF bldg with Drive-thru; G&A Sketch Rvw 9/21/22; 9/27/22 PC Mtg; 5/31/23 Staff Mtg. Access to site was discussed. Applicant forwarded PennDOT crsp and a revised Sketch Plan following mtg. BOS mtg 2/5/24; ZHB variance granted 2/15/24 for 2,530-SF Dunkin Use with 18 parking spaces and drive-thru-No Papa Johns; Preliminary Plan Rvw 5/13/24
C.P. Rankin	4359 County Line Road	31,000-SF building addition for 9 warehouse spaces; attended 5/23/23 PC; Prel/Final Eng Rvw issued 10/10/23; PC apprvd 10/24/23; BOS approved 11/20/23; Coordinating with PennDOT on frontage improvements
Isai Kastriot	104 S. Limekiln Pike	3-lot Subd for 3 new single-fam semi-detached(twins); Rec'd variance on 9/25/23 to allow 2 B3 uses on two lots. Attending May ZHB for revised layout.
Hulton Contracting	4645 County Line Rd	12,800-SF, 16-Unit Storage Building; Sketch Plan/Amended Final Plans under review
Estates at Julius Farm (PRDC)	Dorothy Lane & Anna Way (Walters Road)	12 of 12 lots substantially complete. Escrow Rel 5 approved 9/4/19. Development paved 11/14/22. Punchlist being addressed. 5/8/24 Staff Mtg; Site Mtg held 5/23/24; Dorothy Lane and Anna Way to be dedicated.

**Subdivision and Land Development Projects - Under Construction**

Project Name	Location	Status
Naplin LD (Nappen & Associates)	4371 County Line Road	Record Plans recorded 8/22. Township previously discussed acquiring ROW along CLR to accommodate future widening at Richardson Road. Rel 4 scheduled for 6/3/24; Site work is wrapping up, has tenants; G&A recommended TCO for Units C/D (Benchmark) on 4/29/24
Tecce Minor Subdivision	9 Sellersville Road	Prelim/Final Plans approved 9/27/21 for 2 SFD's; Record Plans recorded 8/3/22; Driveway waiver approved 2/6/23; Revised Plot Plan approvals issued 9/23/23. Pre-Con held 10/4/23. Houses under construction
Sharpan Building Permit	52 N. Chapman Road	1 new SFD Under Construction; Conservation Easement Violation Notice Issued; 4/28/22 Mtg with Owner; As-built survey review issued 10/27/22; Cons Easement Lgl approved, need revised as-built plan
84 Schoolhouse Road	84 Schoolhouse Road	5-Lot SFD LD with hammerhead cul-de-sac rd. Prel/Final Plans approved 9/26/22; Record Plans recorded. Pre-Con Mtg held 12/20/23; Tree clearing completed 2/7/24; Site work started 2/26/24; Release 1 3/14/24; Twp to acquire ROW along Byers Choice for offsite trail; Offsite trail installed; Bulk site work completed, prepping for house construction
Highpoint Land Development	1 Highpoint Drive	CU apprvd for 137 units (twins/towns). Prelim/Final apprvl received 4/14/22; Pre-Con 7/6/23; Amended Final Plans approved 11/20/23 and recorded; 29 units under construction of 137; Walking trail being installed
County Builders Mixed Use	409 West Butler Ave	Site work for 70-Unit Apt Bldg under construction; Drainage complaint from Mr. Cain being addressed by developer; Site seeded and stabilized; parking lot paved; Rel1 approved; Apartment bldg under construction. Coordinating with developer on street lights
Mortimer Minor Subdivision	Curley Mill Road	Litigation settled 5/16/22 for 1 new SFD lot; BOS approved Prel/Final Plan 11/21/22; Plans recorded 4/24;
Prestige/Defelice Minor Subd	137 S. Limekiln Pike	One new SFD lot; Received variance at 2/23/23 ZHB; Approved by BOS on 6/19/23; Planning Module appvd 9/23; Plans approved 8/15/23; Agreements being signed. Record Plans recorded; Precon 3/13/24; Zoning Plan apprvd 5/8/24

**Subdivision and Land Development Projects - In Maintenance Period**

Project Name	Location	Status
Vineyard (Prestige)	Upper Stump, Upper Church, Old Limekiln Rd	Township accepted dedication and approved Rel#10(FINAL). Lot 10 building permit received under different owner/applicant under construction; Executed Third Amended Declaration of Covenants needed for Lot 1 (Casadonti); Permit application anticipated for Lot 6
New Britain Woods (Toll Brothers)	Haines Ct and Rowland Lane	Escrow Rel approved 11/7/22. 18-mo maintenance period to end 4/2024; Maintenance Punchlist issued 3/21/24; Punchlist being reviewed in the field 6/24; NBT to add to Liquid Fuels
Mill Ridge Land Development	Mill Ridge Drive	8 new SFD's and new cul-de-sac rd. Dedication accepted at 01/23/23 BOS Mtg. NBT to add to liquid fuels. Maintenance to end 7/1/24; G&A and NBTPW reviewed site 5/7/24
NB Meadows Houselines	New Galena Road	Release 2 approved 3/20/23; 18-mo maintenance to end 9/1/24
180 New Britain Boulevard Land Development	180 New Britain Boulevard	Parking lot expansion for existing 101,700-SF building completed; Rel3 approved 10/16/23; Maintenance Period to end 1/17/25





SENT VIA ELECTRONIC MAIL TO: [mwalsh@nbtpa.org](mailto:mwalsh@nbtpa.org)

May 20, 2024

Walsh Michael  
New Britain Township Bucks County  
207 Park Avenue  
Chalfont, PA 18914-2103

Re: Annual MS4 Status Report Acknowledgement  
New Britain Township MS4 UA  
NPDES Permit No. PAI130081  
New Britain Township, Bucks County

Dear Mr. Michael:

The Department of Environmental Protection (DEP) is in receipt of your Annual MS4 Status Report that was submitted in compliance with your MS4 NPDES permit. DEP finds the report complete and acceptable.

Please note the following comments:

- MCM #1: DEP recommends that the Township define “illicit discharge” on its website and provide the telephone number that the public can use to report such discharges.
- MCM #3: DEP recommends screening outfalls with dry weather flow annually.
- MCM #5: Please be advised that it is the permittee’s responsibility to ensure that proper maintenance take place of post-construction stormwater management (PCSM) BMPs, even if the BMPs are privately owned. The Township is responsible for enforcing their stormwater management ordinance to gain compliance concerning proper operation and maintenance of PCSM BMPs.
- MCM #6: Permittees are to provide annual employee trainings. The Clean Water Academy has many free courses available that can be utilized to satisfy this requirement.
- Pollutant Control Measures (PCMs): Inventories of known and suspected sources of priority organic compounds and pathogens were due 09/30/2022. These inventories have not been received. Please complete and submit the inventories with the next annual report due 09/30/2024. If dry weather flow is observed at an outfall near a known or suspected source of priority organic compounds or pathogens, please also conduct a source investigation.
- Pollutant Reduction Plans (PRP)/Total Maximum Daily Load (TMDL):



- Plans for a stream restoration project were received with the submitted 2023 annual report. The latitude and longitude for the stream restoration project seem to match the “Riparian Buffer” BMP proposed in the original PRP/TMDL. In 2021, a revised PRP/TMDL attached to the annual report, updates the name of the BMP to “Riparian Buffer/Streambank Stabilization”. Pictures of the site before BMP installation were included in the submitted 2022 annual report. From the submitted information, it seems that the Riparian Buffer BMP originally proposed has been changed to a stream restoration project.
  - With the next submitted annual report due 09/30/2024, please submit pictures of the completed project along with calculations used to determine pollutant loading reductions for the installed BMP. Please also clarify if this is the same BMP proposed in the original PRP/TMDL.
  - DEP has not made a final determination on the pollutant loading reduction credit for the above referenced BMP and may inspect the installed BMP prior to determining pollutant loading reduction credit for the MS4 program.
  - For reference, DEP follows [these](#) criteria to determine creditability under the MS4 program for stream restoration projects.

Thank you for your efforts to comply with your permit. If you have any questions concerning this letter, please contact me at (484)-250-5134 or [Gwstoltz@pa.gov](mailto:Gwstoltz@pa.gov).

Sincerely,

*Gwen Stoltz*

Gwendolyn Stoltz  
Environmental Protection Compliance Specialist  
Clean Water Program

cc: Janene Marchand, P.E. Gilmore & Associates, Inc. ([jmarchand@gilmore-assoc.com](mailto:jmarchand@gilmore-assoc.com))