

**Board of Supervisors
Regular Meeting Agenda
November 2, 2020**

**6:30 p.m. Executive Session
7:00 p.m. Regular Meeting**

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair: The Board met in Executive Session prior to this meeting to discuss litigation
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of October 19, 2020
6. Departmental Reports
7. Consideration of Old Business
 - 7.1. Preliminary Budget 2021 Presentation
8. Consideration of New Business
 - 8.1. County Line Road Task Force Mutual Aide Agreement
9. Consent Agenda
 - 9.1. Allen and Gay Tate of 2 Naomi Lane have executed a Professional Services Agreement for a lot line change to their properties and that of Matthew Mannherz of 1 Naomi Lane, with corresponding legal and engineering escrow of \$2,500.00.
 - 9.2. Matthew Soncini has executed the following documents for construction of a single-family home at 161 S. Limekiln Pike: Stormwater Facilities Operation and Maintenance Agreement with Maintenance Guarantee Fee of \$1,075.00; Sewage System Operation and Maintenance Agreement.

- 9.3. Provco Pinegood Chalfont, LLC has executed Certificate of Completion #6 for the W. Butler Avenue Wawa Project for release of financial security of \$46,424.70, leaving \$347,947.79 remaining
- 9.4. Joseph Pileggi has executed a Professional Services Agreement for the property at 122 Upper State Road, TMP #26-005-047-001 and #26-005-047-002, with corresponding legal and engineering escrow of \$5,000.00.
- 9.5. Melvin and Beverley Kelsey have executed a Professional Services Agreement for construction of an addition at 22 Farber Drive, TMP #26-021-096, with corresponding legal and engineering escrow of \$5,000.00.
- 9.6. Joseph G. Murphy has executed a Stormwater Facilities Operation and Maintenance Agreement for the property at 11 Keller Road, TMP #26-004-034-004, with corresponding permanent BMP Maintenance Fee of \$388.00.
10. Board of Supervisors Comments
11. Administration Comments
 - 11.1. Zoning Map Revision Approval
 - 11.2. Harris Hamilton Record Plan
 - 11.3. Ratify HVAC Change Order #1
 - 11.4. Offices Closed Tuesday, November 3, 2020
12. Solicitor and Engineer Comments
13. Public Comment
14. Other Business
15. Payment of Bills
 - 15.1. Bills List dated October 28, 2020 in amount of \$3,277.59 (medical reimbursements)
 - 15.2. Bills List dated October 30, 2020 in amount of \$234,331.55
16. Adjournment: *The next Regular Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, November 16, 2020 at 7:00 p.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*

**BOARD OF SUPERVISORS
MEETING MINUTES
October 19, 2020**

A Work Session Meeting of the New Britain Township Board of Supervisors was held on Monday, October 19, 2020, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 9:00 a.m. Present were Supervisors: Chair William B. Jones, III, Vice-Chair Helen B. Haun, Members Gregory T. Hood, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Township Manager Eileen M. Bradley, Police Chief Robert Scafidi, Public Works Superintendent Ryan Cressman, and Finance Director Susan Federsel.

- 1. Call to Order:** Mr. Jones called the Meeting to order.
- 2. Pledge of Allegiance:** Mr. Jones led the Board and audience in the Pledge of Allegiance.
- 3. Announcements:** Mr. Jones announced that the Board had met in Executive Session prior to this Meeting to discuss litigation.
- 4. Public Comment on Non-Agenda Items:** Ms. Katie Cutler of Oneida Lane requested that the Board consider looking into speeding on Park Avenue, specifically near North Branch Park. Ms. Bradley stated that the Township had already begun the process of looking into possible solutions and had reached out to PennDOT. In the short-term, the Township had increased speed details by the Police on Park Avenue.

Ms. McCabe asked if perhaps the Township could ask for volunteers to act as crossing guards. Chief Scafidi stated that this had been discussed in the past, but due to liability issues, the individuals would need to be Township employees.

Mr. Hood suggested placing additional signage on Park Avenue. Ms. Cutler asked about installing solar-powered flashing lights at the crosswalk. Ms. Bradley stated that any changes to Park Avenue would require PennDOT approval, as Park Avenue was a state road. Mr. Cressman stated that he was already in the process of inquiring about the cost of solar-powered flashing lights.

Mr. Hood suggested that Ms. Cutler could contact PennDOT and write letters to her State Representatives. Ms. McCabe suggested that the Township write letters to the State Representatives as well.

5. Approval of Minutes:

5.1. Minutes of Meeting of October 5, 2020:

MOTION: A motion was made by Ms. McCabe, seconded by Mrs. Jones and unanimously approved to accept the October 5, 2020 Minutes as written.

6. Departmental Reports:

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

6.2. Police Department Report for September 2020: Chief Scafidi presented the Police Department Report for September 2020.

Mrs. Jones asked the Chief what protocols were in place for Election Day. Chief Scafidi stated that he would be extending shifts to ensure adequate coverage and denied any time off that day. Officers could not enter any polling place without a direct complaint made by a poll worker or multiple calls from residents. This information was based on a meeting from the Bucks County Sheriffs' Office and the local Chiefs of Police in Bucks County.

6.3. Public Works Department Report for September 2020: Mr. Cressman presented the Public Works Department Report for September 2020.

7. Consideration of Old Business:

7.1. Budget 2021 Discussion: Ms. Bradley stated that development of the 2021 Budget was well underway and required direction from the Board. The proposed 2021 Budget reflected no increase in taxes from 2020, employee wage increases reflected the Board's past practices, and all departmental requests were included. Discussion took place about departmental Budget requests and cuts and reductions were made. Ms. Bradley stated that the changes discussed at the meeting would be made prior to the Preliminary Budget presentation on November 2, 2020.

8. Consideration of New Business: There was no New Business at this time.

9. Consent Agenda: There was no Consent Agenda at this time

10. Board of Supervisors' Comments: Mrs. Jones asked if PRDC planned on appealing the results of the Zoning Hearing Board's decision to deny variances for 84 Schoolhouse Road. Ms. Bradley stated there was no indication at this time, but the written decision had not yet been issued. Any party could appeal within thirty (30) days of issuance of the written decision.

Ms. McCabe asked if the Township could investigate purchasing new flags and flag stands for the Township meeting room. Ms. Bradley stated that she would look into it.

11. Township Administration Comments:

11.1. Neshaminy Greenway Trail: Ms. Bradley stated that New Britain Township had been awarded a DCNR grant in the amount of \$225,000 for the completion of the Neshaminy Greenway Trail on the Coleman Property.

11.2. Drug Take Back: Chief Scafidi stated that the New Britain Township Police Department would be participating in a Drug Take Back event on Saturday, October 24, 2020. Drop off locations were at the Township Building and the Giant in the New Britain Shopping Center at W. Butler Avenue and County Line Road from 10 a.m. to 2 p.m.

11.3. Closing Election Day: Ms. Bradley recommended that the Board close the Administration Building on Election Day. Mr. Hood stated that he did not believe it was necessary to have Staff in the building on Election Day. The rest of the Board agreed with closing the building to normal activities on Tuesday, November 3, 2020.

12. Solicitor and Engineer Comments: There was no Solicitor or Engineer Comments at this time.

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

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

15. Payment of Bills:

15.1. Bills List dated October 14, 2020 for \$1,460.89 (medical reimbursements):

MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe, the Board unanimously approved the Bills List dated October 14, 2020 for \$1,460.89 (medical reimbursements).

15.1. Bills List dated October 14, 2020 for \$284,385.00:

MOTION: Upon motion by Mr. Hood, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated October 14, 2020 for \$284,385.00.

16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Mr. Hood, seconded by Ms. McCabe, and unanimously carried, to adjourn the meeting at 10:20 a.m.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

William B. Jones, III, Chair

Helen B. Haun, Vice Chair

Gregory T. Hood, III, Member

Cynthia Jones, Member

MaryBeth McCabe, Esq., Member

Attest: _____
Eileen M. Bradley
Secretary/Manager

394.100	CURB/SIDEWALK REIMBURSEMENTS	0.00														0.00	394.100	\$0.00	\$0.00	\$0.00	\$0.00
380.100	EMPLOYEE MEDICAL PREMIUM CONTRIB.	8,979.54														8,979.54		\$0.00	\$0.00	\$8,979.54	\$8,979.54
	TOTAL REVENUES - INCOME	5,442,154.88	148,420.00	341,524.66	210,079.86	2,199,250.00	567,749.58	424,800.00	675,625.00	201,200.00	846,846.21	295,324.66	354,779.86	498,695.90	453,000.00	12,666,450.61		\$11,202,662.13	\$14,382,003.98	\$12,666,450.61	(\$1,715,553.37)

EXPENSES	GENERAL FUND 01	ST LOTS FUND 02	FIRE FUND 03	EMS FUND 03	LAND PRES FUND 04	P & R OPS FUND 07	P & R CAP FUND 07	GEN RESERVE FUND 15	CAP EQUIP FUND 18	CAP INFRA FUND 20	PW BLDG FUND 20	HWY EQUIP FUND 30	LQ FUELS FUND 35	FIDUCIARY FUND 90	2021		2019 ACTUAL	2020 EST. ACTUAL	2021 BUDGET	DIFFERENCE 2021 BUDGET V. 2020 Est		
															TOTALS	ACCT #						
															ALL FUNDS							
Legislative/Executive/Finance																						
400.110 SALARIES - BOARD OF SUPERVISORS	16,250.00															16,250.00	400.110	\$16,249.80	\$16,250.00	\$16,250.00	\$0.00	
400.150 MEDICAL/DENTAL/LIFE/INSURANCE	127,299.80															127,299.80	400.150	\$118,015.65	\$104,190.72	\$127,299.80	\$23,109.08	
400.161 FICA/MEDICARE/GOVT	12,143.28															12,143.28	400.161	\$11,168.17	\$11,619.00	\$12,143.28	\$524.28	
400.162 UNEMPLOYMENT PREMIUM ADMIN	3,025.50															3,025.50	400.162	\$0.00	\$3,908.82	\$3,025.50	(\$883.32)	
400.210 MATERIALS/SUPPLIES	10,000.00															10,000.00	400.210	\$8,418.72	\$5,950.00	\$10,000.00	\$4,050.00	
400.300 GENERAL ADMINISTRATIVE EXPENSES	5,000.00															5,000.00	400.300	\$5,963.79	\$2,975.00	\$5,000.00	\$2,025.00	
400.301 CODIFICATION EXPENSES	5,000.00															5,000.00	400.301	\$2,527.98	\$5,195.00	\$5,000.00	(\$195.00)	
400.320 TELEPHONE/COMMUNICATIONS	6,500.00															6,500.00	400.320	\$6,167.11	\$5,838.48	\$6,500.00	\$661.52	
400.330 VEHICLE EXPENSES/ADMINISTRATIVE	500.00															500.00	400.330	\$243.37	\$200.00	\$500.00	\$300.00	
400.340 ADVERTISEMENTS PRINTING	22,000.00															22,000.00	400.340	\$23,185.07	\$20,811.96	\$22,000.00	\$1,188.04	
400.352 LIABILITY/PROPERTY INSURANCE	17,057.73															17,057.73	400.352	\$20,118.40	\$25,368.20	\$17,057.73	(\$8,310.47)	
400.354 WORKERS COMPENSATION/ADMIN	265.00															265.00	400.354	\$534.76	\$590.43	\$265.00	(\$325.43)	
400.740 MAJOR EQUIPMENT LEASE/PURCHASE	5,000.00															5,000.00	400.740	\$7,146.20	\$6,500.00	\$5,000.00	(\$1,500.00)	
400.741 COMPUTER SOFTWARE/LICENSES	38,600.00															38,600.00	400.741	\$43,274.78	\$48,589.28	\$38,600.00	(\$9,989.28)	
400.800 SPECIAL - 27TH PAYROLL	0.00															0.00	400.800	\$0.00	\$0.00	\$0.00	\$0.00	
400.801 27TH PAYROLL FICA (7.65%)	0.00															0.00	400.801	\$0.00	\$0.00	\$0.00	\$0.00	
401.120 SALARY EXECUTIVE MANAGEMENT	142,485.66															142,485.66	401.120	\$128,646.00	\$137,156.00	\$142,485.66	\$5,329.58	
402.130 SALARY - FINANCE	95,421.46															95,421.46	402.130	\$84,227.87	\$91,813.67	\$95,421.46	\$3,607.79	
402.161 FICA/MEDICARE/FINANCE	7,299.74															7,299.74	402.161	\$6,431.71	\$7,023.75	\$7,299.74	\$275.99	
402.300 PAYROLL SERVICES AND ACCOUNTING	3,200.00															3,200.00	402.300	\$2,875.00	\$3,775.00	\$3,200.00	(\$575.00)	
402.305 PAYROLL ACH AND BANK CHARGES	0.00															0.00	402.305	\$0.00	\$0.00	\$0.00	\$0.00	
402.310 APPOINTED AUDITORS	20,000.00															20,000.00	402.310	\$18,705.00	\$24,570.00	\$20,000.00	(\$4,570.00)	
402.350 BONDING / SURETY	3,600.00															3,600.00	402.350	\$4,421.00	\$2,676.00	\$3,600.00	\$924.00	
404.101 SOLICITOR - LABOR	15,000.00															15,000.00	404.101	\$0.00	\$0.00	\$15,000.00	\$15,000.00	
404.310 SOLICITOR, GENERAL SERVICES	25,000.00															25,000.00	404.310	\$20,383.50	\$59,800.00	\$25,000.00	(\$34,600.00)	
405.140 WAGES - CLERICAL STAFF	91,721.70															91,721.70	405.140	\$87,813.31	\$85,616.52	\$91,721.70	\$6,105.18	
405.141 WAGES - CLERICAL PT STAFF	18,720.00															18,720.00	405.141	\$16,544.53	\$38,843.75	\$18,720.00	(\$20,123.75)	
405.150 MEDICAL/DENTAL/LIFE/INSURANCE	25,537.23															25,537.23	405.150	\$18,969.83	\$20,735.81	\$25,537.23	\$4,801.62	
405.161 FICA/MEDICARE	8,448.79															8,448.79	405.161	\$8,021.29	\$10,110.84	\$8,448.79	(\$1,662.05)	
408.100 GENERAL ENGINEERING SERVICES	40,000.00															40,000.00	408.100	\$46,435.87	\$72,828.45	\$40,000.00	(\$32,828.45)	
408.139 TRAFFIC/ENGINEERING	0.00															0.00	408.139	\$0.00	\$0.00	\$0.00	\$0.00	
408.140 SPECIAL PROJECTS/ENGINEERING	1,000.00															1,000.00	408.140	\$3,418.79	\$803.52	\$1,000.00	\$1,996.48	
409.319 SUPPLIES AND EQUIPMENT	3,000.00															3,000.00	409.319	\$2,372.30	\$9,596.04	\$3,000.00	(\$6,596.04)	
409.360 UTILITIES	20,000.00															20,000.00	409.360	\$20,043.92	\$24,054.24	\$20,000.00	(\$4,054.24)	
409.370 BUILDING MAINTENANCE AND REPAIRS	5,000.00															5,000.00	409.370	\$11,869.51	\$3,426.16	\$5,000.00	\$1,573.84	
409.371 CONTRACTED CLEANING	0.00															0.00	409.371	\$0.00	\$0.00	\$0.00	\$0.00	
TAX COLLECTION																						
403.110 SALARY-ELECTED	21,000.00	2,500.00														23,500.00	403.110	\$21,000.11	\$21,000.00	\$23,500.00	\$2,500.00	
403.161 FICA/MEDICARE/TAX	1,606.50	191.25														1,797.75	403.161	\$1,864.57	\$1,797.75	\$1,797.75	\$0.00	
403.181 TRAINING ALLOWANCE	500.00															500.00	403.181	\$0.00	\$0.00	\$500.00	\$500.00	
403.319 REIMBURSABLE EXPENSES	2,400.00															2,400.00	403.319	\$1,249.76	\$1,580.00	\$2,400.00	\$820.00	
403.370 ETILST COLLECTOR - KEYSTONE	33,722.50		1,050.00	1,050.00												35,822.50	403.370	\$33,858.82	\$347.39	\$35,822.50	\$35,475.11	

															TOTALS		2019	2020	2021	DIFFERENCE	
															ALL FUNDS	ACCT #	ACTUAL	EST. ACTUAL	BUDGET	2021 BUDGET	
																				V. 2020 Est	
FIRE SAFETY EXPENSES																					
411.200	FIRE MARSHAL EXPENSE/TRAINING	500.00														500.00	411.200	\$145.00	\$100.00	\$500.00	\$400.00
411.210	ASSISTANT FIRE MARSHAL	500.00														500.00	411.210	\$0.00	\$0.00	\$500.00	\$500.00
411.224	FIRE FUEL EXPENSE	7,500.00														7,500.00	411.224	\$0.00	\$0.00	\$7,500.00	\$7,500.00
411.230	RECRUITMENT/RETENTION INCENTIVE	15,000.00														15,000.00	411.230	\$13,000.00	\$7,500.00	\$15,000.00	\$7,500.00
411.354	WORKERS COMP - FIRE CO SHARE	15,017.00														15,017.00	411.354	\$24,606.00	\$16,514.00	\$15,017.00	(\$1,497.00)
411.380	FIRE HYDRANT RENTALS	33,500.00														33,500.00	411.380	\$37,875.84	\$33,908.88	\$33,500.00	(\$408.88)
488.540	FIREMANS RELIEF DISTRIBUTION	86,000.00														86,000.00	488.540	\$86,582.12	\$94,657.88	\$86,000.00	(\$8,657.88)
FIRE/EMS EXPENSES																					
411.000	GENERAL EXP	500.00														500.00	411.000	\$0.00	\$0.00	\$500.00	\$500.00
411.100	EMS WORKER'S COMP	694.00														694.00	411.100	\$873.32	\$805.77	\$694.00	(\$111.77)
411.225	EMS FUEL EXPENSE	10,000.00														10,000.00	411.225	\$0.00	\$0.00	\$10,000.00	\$10,000.00
411.235	EMS CAPITAL CONTRIBUTION	15,000.00														15,000.00		\$15,000.00	\$15,000.00		
03.411.500	CONTRIBUTION TO FIRE COMPANIES		217,824.66													217,824.66	411.500	\$210,815.00	\$216,000.00	\$217,824.66	\$1,824.66
03.411.501	LST CONTRIBUTION		60,000.00		60,000.00											120,000.00	411.501	\$104,000.00	\$110,000.00	\$120,000.00	\$10,000.00
03.411.502	CONTRIBUTIONS TO EMS PROVIDERS				87,129.86											87,129.86	411.502	\$83,885.00	\$86,000.00	\$87,129.86	\$1,129.86
INSPECTION SERVICES																					
413.121	BLDG INSPECTORS/CODE ENF OFFICIALS	103,139.31														103,139.31	413.121	\$99,544.79	\$99,226.84	\$103,139.31	\$3,912.47
413.122	OUTSIDE INSPECTIONS	25,000.00														25,000.00	413.122	\$27,255.00	\$16,006.68	\$25,000.00	\$8,993.32
413.151	MEDICAL/DENTAL/RX/LIFE/INSURANCE	30,344.82														30,344.82	413.151	\$36,762.27	\$31,236.60	\$30,344.82	(\$891.79)
413.161	FICA MEDICARE/CODES	7,928.41														7,928.41	413.161	\$7,314.64	\$7,629.10	\$7,928.41	\$299.31
413.241	UNIFORMS	500.00														500.00	413.241	\$0.00	\$1,850.00	\$500.00	(\$1,350.00)
413.319	GEN EXPENSES & TRAINING	3,000.00														3,000.00	413.319	\$3,535.63	\$1,971.45	\$3,000.00	\$1,028.55
413.330	VEHICLE EXPENSE	2,000.00														2,000.00	413.330	\$67.07	\$1,000.00	\$2,000.00	\$1,000.00
413.351	AUTO INS ADMIN/INSPECTION VEHICLE	287.49														287.49	413.351	\$483.56	\$455.74	\$287.49	(\$168.25)
413.352	LIABILITY INSURANCE	243.78														243.78	413.352	\$513.40	\$404.36	\$243.78	(\$160.58)
413.354	WORKERS COMP	4,580.00														4,580.00	413.354	\$4,640.36	\$6,777.57	\$4,580.00	(\$2,197.57)
413.740	CAPITAL EXPENSES/SURPLUS EQ	0.00														0.00	413.740	\$0.00	\$0.00	\$0.00	\$0.00
413.741	COMPUTER EXPENSES	0.00														0.00	413.741	\$0.00	\$0.00	\$0.00	\$0.00
413.752	STATE PASS THROUGH FEES	2,000.00														2,000.00	413.752	\$2,191.50	\$2,000.00	\$2,000.00	\$0.00
PLANNING AND ZONING																					
414.113	PLANNING COMMISSIONERS	0.00														0.00	414.113	\$0.00	\$0.00	\$0.00	\$0.00
414.140	ZONING OFFICER	59,584.95														59,584.95	414.140	\$60,795.11	\$51,883.13	\$59,584.95	\$7,701.82
414.141	ZONING HEARING BOARD	1,800.00														1,800.00	414.141	\$525.00	\$960.00	\$1,800.00	\$840.00
414.142	OT ZONING SIGNS	500.00														500.00	414.142	\$0.00	\$0.00	\$500.00	\$500.00
414.151	MEDICAL/DENTAL/LIFE, INSURANCE	10,567.33														10,567.33	414.151	\$29,188.93	\$9,249.00	\$10,567.33	\$1,318.33
414.161	FICA/MEDICARE/ZONING	4,734.20														4,734.20	414.161	\$4,830.11	\$4,145.01	\$4,734.20	\$589.19
414.310	LEGAL PLANNING AND ZONING	30,000.00														30,000.00	414.310	\$47,374.25	\$47,388.84	\$30,000.00	(\$17,388.84)
414.313	ENGINEERING - PLAN AND ZONING	0.00														0.00	414.313	\$0.00	\$0.00	\$0.00	\$0.00
414.319	GENERAL EXPENSES AND TRAINING	500.00														500.00	414.319	\$820.00	\$250.00	\$500.00	\$250.00
414.320	PLANNING CONSULTANT	0.00														0.00	414.320	\$0.00	\$0.00	\$0.00	\$0.00
414.352	LIABILITY INSURANCE	145.56														145.56	414.352	\$336.48	\$219.69	\$145.56	(\$74.13)
414.354	WORKERS COMPENSATION	771.00														771.00	414.354	\$406.88	\$205.94	\$771.00	\$565.06
SPECIAL SERVICES																					
415.100	EMERGENCY MANAGEMENT ADMIN EXP	2,000.00														2,000.00	415.100	\$0.00	\$9,000.00	\$2,000.00	(\$7,000.00)
419.250	MEMBERSHIPS/EDUCATION/CONF	8,000.00														8,000.00	419.250	\$9,645.93	\$10,000.00	\$8,000.00	(\$2,000.00)
427.010	SOLID WASTE COLLECT/HAZ WASTE	6,000.00														6,000.00	427.010	\$6,467.66	\$4,900.00	\$6,000.00	\$1,100.00

		GENERAL	ST LOTS	FIRE	EMS	LAND PRES	P & R OPS	P & R CAP	GEN RESERVE	CAP EQUIP	CAP INFRA	PW BLDG	HWY EQUIP	LQ FUELS	FIDUCIARY	TOTALS	ACCT #	2019	2020	2021	DIFFERENCE	
		FUND 01	FUND 02	FUND 03	FUND 03	FUND 04	FUND 07	FUND 07	FUND 15	FUND 18	FUND 20	FUND 20	FUND 30	FUND 35	FUND 90	ALL FUNDS		ACTUAL	EST. ACTUAL	BUDGET	2021 BUDGET	
																		V. 2020 Est				
HIGHWAY GENERAL SERVICES																						
430.120	SALARY MANAGEMENT	86,382.67														86,382.67	430.120	\$101,720.58	\$83,078.67	\$86,382.67	\$3,304.00	
430.130	SALARY BUILDING MAINTENANCE	51,836.44														51,836.44	430.130	\$46,829.81	\$49,868.56	\$51,836.44	\$1,967.88	
430.131	OVERTIME PUBLIC WORKS	5,000.00														5,000.00	430.131	\$0.00	\$3,947.00	\$5,000.00	\$1,053.00	
430.140	WAGES PUBLIC WORKS CREW	388,240.52														388,240.52	430.140	\$330,672.58	\$424,957.56	\$388,240.52	(\$36,717.04)	
430.141	WAGES - PART TIME/EMERGENCY	0.00														0.00	430.141	\$0.00	\$0.00	\$0.00	\$0.00	
430.151	MEDICAL/DENTAL/RX/LIFE/INSURANCE	145,355.03														145,355.03	430.151	\$95,571.48	\$112,762.00	\$145,355.03	\$32,593.03	
430.161	FICA/MEDICARE/PUBLIC WORKS	41,421.66														41,421.66	430.161	\$38,107.59	\$44,592.00	\$41,421.66	(\$3,170.34)	
430.241	UNIFORM EXPENSE	0.00														0.00	430.241	\$13,879.15	\$15,099.00	\$6,000.00	(\$9,099.00)	
430.310	LEGAL SERVICES	0.00														0.00	430.310	\$0.00	\$0.00	\$0.00	\$0.00	
430.313	ENGINEERING SERVICES	0.00														0.00	430.313	\$0.00	\$0.00	\$0.00	\$0.00	
430.319	TRAINING EXPENSES	500.00														500.00	430.319	\$35.00	\$0.00	\$500.00	\$500.00	
430.320	COMMUNICATIONS/MAINT	10,000.00														10,000.00	430.320	\$9,408.11	\$8,906.68	\$10,000.00	\$1,093.32	
430.321	RADIO REPAIRS	500.00														500.00	430.321	\$0.00	\$0.00	\$500.00	\$500.00	
430.351	VEHICLE INSURANCE EXPENSES	6,710.11														6,710.11	430.351	\$11,286.52	\$10,637.01	\$6,710.11	(\$3,926.90)	
430.352	LIABILITY INSURANCE PREMIUM	1,415.18														1,415.18	430.352	\$2,768.92	\$2,666.82	\$1,415.18	(\$1,151.64)	
430.354	WORKERS COMPENSATION	26,350.00														26,350.00	430.354	\$23,499.64	\$28,408.73	\$26,350.00	(\$2,058.73)	
430.370	BUILDING MAINTENANCE	5,000.00														5,000.00	430.370	\$11,425.76	\$25,000.00	\$5,000.00	(\$20,000.00)	
432.220	SNOW REMOVAL - CONTRACTORS	40,000.00														40,000.00	432.220	\$15,277.50	\$15,000.00	\$40,000.00	\$25,000.00	
432.221	SNOW REMOVAL - SALT/CINDERS	40,000.00												50,000.00		90,000.00	432.221	\$95,067.86	\$45,000.00	\$90,000.00	\$45,000.00	
432.319	SNOW REMOVAL OVERTIME PW	10,000.00														10,000.00	432.319	\$16,539.46	\$10,000.00	\$10,000.00	\$0.00	
433.200	STREET SIGNS	5,000.00														5,000.00	433.200	\$2,898.79	\$5,000.00	\$5,000.00	\$0.00	
433.205	TRAFFIC CALMING	500.00														500.00	433.205	\$0.00	\$0.00	\$500.00	\$500.00	
433.210	LINE PAINTING	15,000.00														15,000.00	433.210	\$12,829.40	\$13,000.00	\$15,000.00	\$2,000.00	
433.310	TRAFFIC SIGNAL MAINTENANCE	17,000.00														17,000.00	433.310	\$21,889.69	\$21,000.00	\$17,000.00	(\$4,000.00)	
433.361	TRAFFIC SIGNAL ELECTRIC	4,000.00														4,000.00	433.361	\$3,467.64	\$4,000.00	\$4,000.00	\$0.00	
434.300	STREET LIGHTS - GENERAL/NON DIST.	9,000.00														9,000.00	434.300	\$3,932.69	\$1,035.16	\$9,000.00	\$7,964.84	
436.300	STORM SEWERS AND DRAINS	15,000.00														15,000.00	436.300	\$9,265.22	\$9,494.00	\$15,000.00	\$5,506.00	
436.367	NPDES COMPLIANCE	40,000.00														40,000.00	436.367	\$20,155.54	\$7,716.23	\$40,000.00	\$32,283.77	
436.400	DIRT & DEBRIS REMOVAL	2,000.00														2,000.00	436.400	\$2,520.40	\$2,750.00	\$2,000.00	(\$750.00)	
437.300	VEHICLE REPAIRS	35,000.00														35,000.00	437.300	\$45,120.53	\$35,704.00	\$35,000.00	(\$704.00)	
437.330	FUEL AND OIL EQUIP	30,000.00														30,000.00	437.330	\$44,827.65	\$26,516.88	\$30,000.00	\$3,483.12	
437.360	HEAT AND UTILITIES	30,000.00														30,000.00	437.360	\$35,439.83	\$24,975.36	\$30,000.00	\$5,024.64	
438.260	MINOR EQUIPMENT	2,000.00														2,000.00	438.260	\$11,696.42	\$2,000.00	\$2,000.00	\$0.00	
35.438.311	TAR/CHIP/SURFACE TREATMENT	0.00														0.00	438.311	\$245,000.00	\$74,593.78	\$0.00	(\$74,593.78)	
438.460	GENERAL EXPENSE	15,000.00														15,000.00	438.460	\$15,923.34	\$3,060.00	\$15,000.00	\$11,940.00	
438.710	MAJOR EQUIPMENT PURCHASES	0.00											81,500.00			81,500.00	438.710	\$46,860.31	\$30,171.00	\$81,500.00	\$51,329.00	
438.800	EQUIPMENT RENTALS	5,000.00														5,000.00	438.800	\$80.00	\$930.44	\$5,000.00	\$4,069.56	
438.820	PATCHING/CORE SAMPLES	10,000.00														10,000.00	438.820	\$10,363.52	\$11,264.78	\$10,000.00	(\$1,264.78)	
438.830	ROADWAY CURB-SIDEWALK	0.00														0.00	438.830	\$0.00	\$0.00	\$0.00	\$0.00	
439.310	CRACK SEALING	0.00														0.00	439.310	\$2,332.80	\$0.00	\$0.00	\$0.00	
439.320	PAVING MILLING RECYCLING	0.00												315,000.00		315,000.00	439.320	\$230,355.60	\$230,498.50	\$315,000.00	\$84,501.50	
439.330	DART TRANSPORTATION CONTRIBUTION	5,000.00								100,000.00						5,000.00	439.330	\$0.00	\$0.00	\$5,000.00	\$5,000.00	
439.601	BRIDGE/CULVERT REPAIRS	0.00														0.00	439.601	\$133,621.80	\$589,847.42	\$100,000.00	(\$489,847.42)	
439.604	CARPORT/GATE/FENCING	0.00														0.00	439.604	\$36,851.71	\$0.00	\$0.00	\$0.00	
455.370	TREE MAINTENANCE	20,000.00														20,000.00	455.370	\$5,650.00	\$3,060.00	\$20,000.00	\$16,940.00	

	GENERAL FUND 01	ST LGTS FUND 02	FIRE FUND 03	EMS FUND 03	LAND PRES FUND 04	P & R OPS FUND 07	P & R CAP FUND 07	GEN RESERVE FUND 15	CAP EQUIP FUND 18	CAP INFRA FUND 20	PW BLDG FUND 20	HWY EQUIP FUND 30	LQ FUELS FUND 35	FIDUCIARY FUND 90	TOTALS ALL FUNDS	ACCT #	2019 ACTUAL	2020 EST. ACTUAL	2021 BUDGET	DIFFERENCE 2021 BUDGET V. 2020 Est
OTHER MISC EXPENSES																				
481.319 MISC TAXES	5,141.77														5,141.77	481.319	\$5,120.23	\$5,183.99	\$5,141.77	(\$42.22)
482.000 JUDGEMENTS AND LOSSES															0.00	482.000	\$1,000.00	\$0.00	\$0.00	\$0.00
483.510 MMO PENSION PAYMENT	130,919.00														130,919.00	483.510	\$172,839.00	\$166,428.56	\$130,919.00	(\$35,509.56)
483.600 EXCESS PENSION TRANSFER-NU	0.00														0.00	483.600	\$0.00	\$0.00	\$0.00	\$0.00
486.157 HEALTH AND VISION REIMBURSEMENTS	50,000.00														50,000.00	486.157	\$53,387.61	\$50,000.00	\$50,000.00	\$0.00
486.158 FITNESS REIMBURSEMENT NU	2,000.00														2,000.00	486.158	\$1,378.00	\$2,000.00	\$2,000.00	\$0.00
487.161 FICAMEDICARE	3,750.00														3,750.00	487.161	\$0.00	\$0.00	\$3,750.00	\$3,750.00
487.162 NON-UNIFORM TIME PAY OUT	50,000.00														50,000.00	487.162	\$19,728.72	\$50,000.00	\$50,000.00	\$0.00
487.164 EMPLOYEE INCENTIVE	0.00														0.00	487.164	\$0.00	\$0.00	\$0.00	\$0.00
487.165 EMPLOYEE INCENTIVE FICA	0.00														0.00	487.165	\$0.00	\$0.00	\$0.00	\$0.00
487.190 EMPLOYEE ASSISTANCE WELLNESS	0.00														0.00	487.190	\$0.00	\$0.00	\$0.00	\$0.00
487.192 ORTHODONTIA REIMBURSEMENT	4,000.00														4,000.00	487.192	\$0.00	\$500.00	\$4,000.00	\$3,500.00
487.502 457 MATCHING	32,000.00														32,000.00	487.502	\$28,370.00	\$32,000.00	\$32,000.00	\$0.00
INTERFUND TRANSFER	0.00														0.00		\$0.00	\$0.00	\$0.00	\$0.00
DEBT SERVICE																				
20.471.600 TAX ANTICIPATION NOTE PRINCIPAL															0.00	471.600	\$3,877.24	\$0.00	\$0.00	\$0.00
20.472.600 TAX ANTICIPATION NOTE INTEREST															0.00	472.600	\$709.95	\$0.00	\$0.00	\$0.00
492.100 TRANSFER TO OTHER FUNDS															0.00	492.100	\$0.00	\$0.00	\$0.00	\$0.00
STREET LIGHTING DISTRICTS																				
02.400.000 GENERAL EXPENSES															0.00	400.000	\$0.00	\$0.00	\$0.00	\$0.00
02.403.110 TAX COLLECTION FEE															0.00	403.110	\$2,500.00	\$2,500.00	\$0.00	(\$2,500.00)
02.434.360 UTILITY EXPENSE		9,384.00													9,384.00	434.360	\$23,875.19	\$9,374.00	\$9,384.00	\$10.00
02.434.000 CAPITAL SL UPGRADE - DISTRICT															0.00	434.000	\$0.00	\$0.00	\$0.00	\$0.00
INTERFUND TRANSFER		21,286.48													21,286.48		\$0.00	\$21,286.48	\$21,286.48	(\$0.00)
LAND PRESERVATION EXPENSES																				
04.403.370 EIT TAX COLLECTOR EXPENSE					6,255.00										6,255.00	403.370	\$1,451.55	\$9.37	\$6,255.00	\$6,245.63
04.414.150 LAND PRESERVATION CONSULTANT					3,000.00										3,000.00	414.150	\$0.00	\$0.00	\$3,000.00	\$3,000.00
04.414.310 ENGINEERING SERVICES					50,000.00										50,000.00	414.310	\$55,678.00	\$20,000.00	\$50,000.00	\$30,000.00
04.414.450 LEGAL SERVICES					20,000.00										20,000.00	414.450	\$8,863.50	\$8,323.67	\$20,000.00	\$11,676.33
04.414.451 APPRAISALS					10,000.00										10,000.00	414.451	\$15,000.00	\$0.00	\$10,000.00	\$10,000.00
04.470.001 CAPITAL PURCHASES AND PAYMENTS					0.00										0.00	470.001	\$440,363.26	\$170,479.05	\$0.00	(\$170,479.05)
04.470.000 LAND PRES. DEBT SVC					0.00										0.00	470.000	\$0.00	\$0.00	\$0.00	\$0.00
04.470.200 OPEN SPACE MAINTENANCE					114,500.00										114,500.00		\$0.00	\$300.58	\$114,500.00	\$114,199.42

		GENERAL	ST LOTS	FIRE	EMS	LAND PRES	P & R OPS	P & R CAP	GEN RESERVE	CAP EQUIP	CAP INFRA	PW BLDG	HWY EQUIP	LQ FUELS	FIDUCIARY	TOTALS		2019	2020	2021	DIFFERENCE	
		FUND 01	FUND 02	FUND 03	FUND 03	FUND 04	FUND 07	FUND 07	FUND 15	FUND 18	FUND 20	FUND 20	FUND 30	FUND 35	FUND 90	ALL FUNDS	ACCT #	ACTUAL	EST. ACTUAL	BUDGET	2021 BUDGET	2021 BUDGET
07.454.140	SALARIES CLERICAL						25,212.60									25,212.60	454.140	\$29,579.74	\$30,763.99	\$25,212.60		(\$5,551.39)
07.454.141	SALARIES PW SUPPORT						107,500.03									107,500.03	454.141	\$101,114.83	\$103,404.73	\$107,500.03		\$4,095.30
07.454.151	MEDICAL/DENTAL/INSURANCES						52,773.23									52,773.23	454.151	\$47,750.69	\$50,479.56	\$52,773.23		\$2,293.67
07.454.161	FICA/MEDICARE/PARKS						10,152.52									10,152.52	454.161	\$10,346.16	\$10,263.91	\$10,152.52		(\$111.39)
07.454.181	EDUCATION TRAINING						500.00									500.00	454.181	\$0.00	\$0.00	\$500.00		\$500.00
07.454.226	FACILITIES MAINTENANCE						20,000.00									20,000.00	454.226	\$18,404.89	\$20,000.00	\$20,000.00		\$0.00
07.454.300	ACTIVITIES/PROGRAMS						8,000.00									8,000.00	454.300	\$5,569.67	\$400.00	\$8,000.00		\$7,600.00
07.454.301	PR SALES EXPENSE						8,000.00									8,000.00	454.301	\$8,311.50	\$4,379.00	\$8,000.00		\$3,621.00
07.454.310	ENGINEERING SERVICES						5,000.00	10,000.00								15,000.00	454.310	\$0.00	\$0.00	\$15,000.00		\$15,000.00
07.454.311	WEST BRANCH PARK EXP						2,000.00									2,000.00	454.311	\$14,195.00	\$0.00	\$2,000.00		\$2,000.00
07.454.312	NORTH BRANCH PARK EXP						2,000.00	24,000.00								26,000.00	454.312	\$4,724.00	\$7,596.00	\$26,000.00		\$18,404.00
07.454.313	COTTON PARK EXPENSES						30,000.00	0.00								30,000.00	454.313	\$17,936.81	\$45,823.06	\$30,000.00		(\$15,823.06)
07.454.317	VETERANS PARK/CAPITAL						4,000.00									4,000.00	454.317	\$2,907.50	\$0.00	\$0.00		\$0.00
07.454.318	VETERANS PARK						2,000.00									2,000.00	454.318	\$6,592.11	\$950.00	\$4,000.00		\$3,050.00
07.454.319	GENERAL EXPENSES/SUPPLIES						181,042.00	277,637.00								2,000.00	454.319	\$523.42	\$864.50	\$2,000.00		\$1,135.50
07.454.320	NESHAMINY GREENWAY TRAILS						181,042.00	277,637.00								458,679.00	454.320	\$123,257.00	\$2,246,283.00	\$458,679.00		(\$1,787,604.00)
07.454.351	VEHICLE INSURANCE						312.16									0.00	454.351	\$0.00	\$0.00	\$0.00		\$0.00
07.454.352	LIABILITY INSURANCE						312.16									312.16	454.352	\$696.88	\$228.14	\$312.16		\$84.02
07.454.354	WORKERS COMP						4,773.00									4,773.00	454.354	\$4,797.04	\$5,039.58	\$4,773.00		(\$266.58)
07.454.360	UTILITIES						19,000.00									19,000.00	454.360	\$14,537.63	\$13,600.68	\$19,000.00		\$5,399.32
07.454.402	DCNR GRANT MATCH						0.00									0.00	454.402	\$0.00	\$0.00	\$0.00		\$0.00
07.454.700	PARK CAP. IMPROVEMENTS/PURCHASES						0.00	50,000.00								0.00	454.700	\$0.00	\$0.00	\$0.00		\$0.00
07.454.710	CAPITAL PURCHASES						0.00	50,000.00								50,000.00	454.710	\$0.00	\$0.00	\$50,000.00		\$50,000.00
07.454.740	VEHICLES						5,000.00									0.00	454.740	\$0.00	\$0.00	\$0.00		\$0.00
07.454.XXX	Development Coleman Property						0.00									0.00	492.100	\$0.00	\$0.00	\$0.00		\$0.00
07.492.100	INTERFUND TRANSFER						0.00									0.00	492.100	\$0.00	\$0.00	\$0.00		\$0.00

GON SERIES	GENERAL FUND 01	ST LGTS FUND 02	FIRE FUND 03	EMS FUND 03	LAND PRES FUND 04	P & R OPS FUND 07	P & R CAP FUND 07	GEN RESERVE FUND 15	CAP EQUIP FUND 18	CAP INFRA FUND 20	PW BLDG FUND 20	HWY EQUIP FUND 30	LQ FUELS FUND 35	FIDUCIARY FUND 90	TOTALS ALL FUNDS	ACCT #	2019	2020	2021	DIFFERENCE
																	ACTUAL	EST. ACTUAL	BUDGET	2021 BUDGET V. 2020 Est
GON SERIES 2020 (BRIDGE REPAIR)																				
20.473.100										288,000.00					288,000.00	20.401.050	\$0.00	\$89,000.00	\$288,000.00	\$199,000.00
20.473.102										47,628.00					47,628.00	401.100	\$14,763.85	\$36,424.99	\$47,628.00	\$11,203.01
20.000.000										0.00					0.00		\$94.35	\$0.00	\$0.00	\$0.00
20.000.000										0.00					0.00		\$0.00	\$0.00	\$0.00	\$0.00
20.000.000										0.00					0.00		\$0.00	\$0.00	\$0.00	\$0.00
20.000.000										0.00					0.00		\$0.00	\$0.00	\$0.00	\$0.00
20.000.000										0.00					0.00		\$0.00	\$0.00	\$0.00	\$0.00
LEASE SERIES 2017 (STREET LIGHT)																				
20.475.100										23,968.98					23,968.98	0.000	\$0.00	\$23,273.08	\$23,968.98	\$695.90
20.476.102										1,990.14					1,990.14	0.000	\$0.00	\$2,686.04	\$1,990.14	(\$695.90)
20.000.000										0.00					0.000		\$0.00	\$0.00	\$0.00	\$0.00
20.000.000										0.00					0.000		\$0.00	\$0.00	\$0.00	\$0.00
20.000.000										0.00					0.000		\$0.00	\$0.00	\$0.00	\$0.00
GON SERIES 2005 (PW BLDG.)																				
20.471.100										35,000.00					35,000.00	471.100	\$167,000.00	\$179,000.00	\$35,000.00	(\$144,000.00)
20.472.102										50,412.00					50,412.00	472.102	\$54,465.00	\$45,491.65	\$50,412.00	\$4,920.35
430.730										0.00					0.00	430.730	\$0.00	\$0.00	\$0.00	\$0.00
475.002										0.00					0.00	475.002	\$0.00	\$0.00	\$0.00	\$0.00
409.375										0.00					0.00	409.375	\$0.00	\$0.00	\$0.00	\$0.00
492.100										0.00					0.00	492.100	\$0.00	\$196,022.08	\$0.00	(\$196,022.08)
CAPITAL IMPROVEMENTS																				
430.730										0.00					0.00	430.730	\$0.00	\$0.00	\$0.00	\$0.00
409.370										0.00					0.00	409.370	\$0.00	\$0.00	\$0.00	\$0.00
409.376										0.00					0.00	409.376	\$0.00	\$0.00	\$0.00	\$0.00
407.377										0.00					0.00	407.377	\$9,344.70	\$0.00	\$0.00	\$0.00
										0.00					0.00		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSES																				
	5,408,358.69	33,361.73	278,874.66	148,179.86	203,755.00	452,265.54	396,637.00	0.00	142,000.00	361,587.12	85,412.00	81,500.00	365,000.00	0.00	7,950,931.61		\$7,354,764.25	\$9,993,566.78	\$7,950,931.61	(\$2,042,635.17)
BUDGETED FUND BALANCE 12/31/21																				
	\$33,796.19	\$115,058.27	\$62,650.00	\$61,900.00	\$1,995,495.00	\$115,484.04	\$28,163.00	\$675,625.00	\$59,200.00	\$485,259.09	\$209,912.66	\$273,279.86	\$133,695.90	\$453,000.00	4,715,519.00		\$3,847,897.88	\$4,388,437.20	\$4,715,519.00	\$327,081.80
BUDGETED FUND BALANCE 12/31/20																				
	\$33,796.19	\$115,058.27	\$62,650.00	\$61,900.00	\$1,995,495.00	\$115,484.04	\$28,163.00	\$675,625.00	\$59,200.00	\$485,259.09	\$209,912.66	\$273,279.86	\$133,695.90	\$453,000.00	4,715,519.00		\$3,847,897.88	\$4,388,437.20	\$4,715,519.00	\$327,081.80
393.990	800,000.00	110,670.00	62,250.00	62,250.00	1,741,250.00	82,135.00	85,000.00	673,625.00	200,000.00	650,000.00	76,900.00	267,000.00	129,000.00	450,000.00						

**NEW BRITAIN TOWNSHIP
2021 DRAFT BUDGET SUMMARY**

	GENERAL FUND 01	ST LOTS FUND 02	FIRE FUND 03	EMS FUND 03	LAND PRES FUND 04	P & R OPS FUND 07	P & R CAP FUND 07	GEN RESERVE FUND 15	CAP EQUIP FUND 18	CAP INFRA FUND 20	PW BLDG FUND 20	HWY EQUIP FUND 30	LQ FUELS FUND 35	FIDUCIARY FUND 99	TOTALS ALL FUNDS	2019 ACTUAL	2020 EST. ACTUAL	2021 BUDGET	DIFFERENCE 2021 BUDGET V. 2020 Est
REVENUE ALL SOURCES	\$5,442,154.88	\$148,420.00	\$341,524.66	\$210,079.86	\$2,199,250.00	\$567,749.58	\$424,800.00	\$675,625.00	\$201,200.00	\$846,846.21	\$295,324.66	\$354,779.86	\$498,695.90	\$453,000.00	\$12,666,450.61	\$11,202,662.13	\$14,382,003.98	\$12,666,450.61	(\$1,715,553.37)
EXPENDITURES																			
LEGIS/EXEC/FINANCE	\$794,075.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$794,075.89	\$744,193.22	\$850,816.52	\$794,075.89	(\$56,740.63)
TAX COLLECTION	\$59,229.00	\$2,691.25	\$1,050.00	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,020.25	\$57,973.26	\$24,725.14	\$64,020.25	\$39,295.11
POLICE SERVICES	\$2,665,193.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,706,193.58	\$2,397,089.06	\$2,603,977.37	\$2,706,193.58	\$102,216.21
FIRE SAFETY EXPENSES - TWP	\$158,017.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158,017.00	\$162,206.96	\$152,680.76	\$158,017.00	\$5,336.24
FIRE/EMS EXPENSES	\$26,194.00	\$0.00	\$277,824.66	\$147,129.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$451,148.52	\$414,573.32	\$427,805.77	\$451,148.52	\$23,342.75
INSPECTION SERVICES	\$179,023.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179,023.80	\$176,308.22	\$168,558.34	\$179,023.80	\$10,465.46
PLANNING AND ZONING	\$108,603.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108,603.04	\$144,076.76	\$114,301.61	\$108,603.04	(\$5,698.57)
SPECIAL SERVICES	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$16,113.59	\$23,900.00	\$16,000.00	(\$7,900.00)
HIGHWAY GENERAL SERVICES	\$1,124,211.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$81,500.00	\$365,000.00	\$0.00	\$1,670,711.61	\$1,751,172.84	\$1,976,441.58	\$1,670,711.61	(\$305,729.97)
OTHER MISC EXPENSES	\$277,810.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$277,810.77	\$281,823.56	\$306,112.55	\$277,810.77	(\$28,301.78)
DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,587.19	\$0.00	\$0.00	\$0.00
STREET LIGHTING DISTRICTS	\$0.00	\$30,670.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,670.48	\$26,375.19	\$33,160.48	\$30,670.48	(\$2,490.00)
LAND PRESERVATION EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$203,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$203,755.00	\$521,356.31	\$199,112.67	\$203,755.00	\$4,642.33
PARK AND RECREATION EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$452,265.54	\$396,637.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$843,902.54	\$411,244.87	\$2,540,076.15	\$843,902.54	(\$1,696,173.61)
BRIDGE PROJECT DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335,628.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335,628.00	\$14,858.20	\$125,424.99	\$335,628.00	\$210,203.01
STREET LIGHT DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,959.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,959.12	\$0.00	\$25,959.12	\$25,959.12	(\$0.00)
PUBLIC WORKS BUILDING DEBT SVC.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,412.00	\$0.00	\$0.00	\$0.00	\$85,412.00	\$221,465.00	\$420,513.73	\$85,412.00	(\$335,101.73)
CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,344.70	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES	\$5,408,358.69	\$33,361.73	\$278,874.66	\$148,179.86	\$203,755.00	\$452,265.54	\$396,637.00	\$0.00	\$142,000.00	\$361,587.12	\$85,412.00	\$81,500.00	\$365,000.00	\$0.00	\$7,950,931.61	\$7,354,764.25	\$9,993,566.78	\$7,950,931.61	(\$2,042,635.17)
BUDGETED FUND BALANCE 12/31/20	\$33,796.19	\$115,058.27	\$62,650.00	\$61,900.00	\$1,995,495.00	\$115,484.04	\$28,163.00	\$675,625.00	\$59,200.00	\$485,259.09	\$209,912.66	\$273,279.86	\$133,695.90	\$453,000.00	\$4,715,519.00	\$3,847,897.88	\$4,388,437.20	\$4,715,519.00	\$327,081.80
RESOLUTION #2020-XX																			
A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA																			
BE IT RESOLVED THAT THIS BUDGET IS HEREBY APPROVED THIS 7th																			
NECESSARY TO IMPLEMENT THIS BUDGET AND TO PROVIDE FOR THE DESIGNATED BEGINNING AND ENDING ACCOUNT BALANCES.																			
NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS																			
William B. Jones, III, Chair																			
Helen B. Haun, Vice Chair																			
ATTEST: DATE:																			
Gregory T. Hood, Member Eileen M. Bradley, Township Manager/Secretary																			
Cynthia M. Jones, Member																			
MaryBeth McCabe, Esq., Member																			

Date: October 30, 2020
To: Board of Supervisors
From: Eileen M. Bradley
Re: Preliminary Budget 2021

General Information:

- The Preliminary 2021 Budget is presented to you for review. Required action at Monday's meeting should be to motion to table the Budget for thirty days. Once tabled, the Budget cannot be increased by more than 10% in aggregate or 25% in any one major category without readvertising and reapproval.
- The Final Assessment from the County has not been issued and will not be until late November. The current posted assessment is \$179,612,170 as of August 29, 2020.
- This Budget reflects no millage increase from 2020. Projected End-of-Year estimates and Fund balances have been included.
- District Streetlight rates are mainly the same, with four (4) Districts to be increased: Glen Eagles (+5.00; Creekwood +10.00; Fairwood/Silversmith +5.00; NBCC + 15.00). Rates reflect actual utility charges, plus debt service and capital contribution.

General Fund:

- Wages for Police reflect a 3.5% increase per contract proposal; Non-Uniform wage increases reflect 3.5% per past policy.
- A PW replacement employee has been cut from the budget.
- An Admin employee has been changed from a new full-time clerical position, reduced to a part-time position, which entails no medical benefits.
- Contributions in fuel for Fire and EMS are budgeted at \$7,500 and \$10,000 respectively. Both organizations are trending much lower than expected.
- There is \$15,000 in Act 172 Recruitment/Retention Incentive Program (01.411.230).
- There is a Capital Contribution to EMS of \$15,000 to assist in offsetting their ambulance debt service (411.235).
- Fees for participation in the Bucks Consortium's attempts to reach a new Verizon Franchise Agreement are included, expenses that may be fully expended in 2020.
- Cuts to Departmental Requests have been included as discussed at our last Work Session.
- Administration charges include contribution for the DART West line.
- Police expenses: computer hardware and software; traffic counter software and maintenance; one new police vehicle.
- Public Works Department includes: purchase of 10 stock inlet tops; tilt trailer; blower/vacuum backpack; backhoe tires; tamper; hydraulic jack; 2 Honda generators; and a new pickup truck with liftgate, plow and salt spreader.
- Liquid Fuels Fund State Aid allocation for 2021 is estimated at \$369,195.90, about \$32,000 less than last year.
- State Liquor License fees have been removed from revenue due to the Governor's decision to waive fees for businesses.

Capital Expenditures:

- The Budget shows \$50,000 for culvert repairs due to Isaias for Walters, Sellersville and Upper Church culverts. The Keller Road culvert bridge also needs work, but we are still working up numbers. There is a \$50,000 placeholder. Both of these expenses are in Fund 18.

Park and Recreation:

- The Budget shows revenue of \$114,500 into Park and Recreation Fund 07 from the Land Preservation Fund 04 for development and maintenance of open spaces.
- There are NO Developer contributions in the Budget, as it is doubtful at this time that anything will have progressed to the point that we would receive funds in 2021.
- North Branch Park: a new play structure to replace an obsolete unit; replacement/repair of remaining backstops.
- Cotton Park: redesign expense of \$30,000 is proposed to address the acreage acquired in 2017.
- Neshaminy Greenway/Coleman Trail: DCNR Grant income of \$225,000; grant match of \$52,637 and In-Kind match of \$181,042 for construction of the last section of trail; inspections of construction by G&A at \$10,000.
- Coleman Property: development and maintenance of \$30,000 (OS Fund 07).
- There is also \$10,000 for a potential dog park.

Insurances:

- DVT Liability premiums are actual rates. Our Liability premium is \$89,514.89, after MTD of \$4,105 is factored in. RSF of \$40,000 has been taken from \$43,602 available to reduce premium. There will still be \$4,402 available for next year.
- DVT Worker's Compensation premiums are actual rates. Workers' Compensation premium is \$114,055 after MTD of \$3,063. RSF of \$14,000 has been taken from \$14,387 available to reduce premium. There will still be \$3,659 available for next year.
- Proportional WC premium we will pay to Chalfont Borough for the volunteer fire company is \$15,017. We pay about 62% of their WC costs, based on per capita served. This is included with the entire WC budget item.
- DVHT Medical premiums are actual rates. Medical premium is \$917,387 after MTD of \$25,873. This figure includes STD/LTD/Life/AD&D premiums. RSF of \$150,000 has been taken from \$217,008 available to reduce premium. There will still be \$104,029 available for next year.
- Medical premiums are offset by employee contributions under the new policy, garnering \$8,980.
- Rates for our ancillary lines with DVHT – STD/LTD/Life/AD&D – remain unchanged through 12/01/21.

Pensions:

- Our State Aid check for 2020 was \$166,428.56.
- The 2021 MMO is \$130,919.00, with anticipated \$115,000 in State Aid. Note that we have lost State Aid for three officers who have entered DROP, and one that is not yet eligible (one new officer who will have served less than six months in 2020).

Debt Service:

- You will recall that our debt was restructured in 2020.
- Series 2005 Debt (PW Building), held by DVRFA, matures in 2025, has variable interest averaging between 3.6% and 4.0%, and cannot be easily prepaid.

- 2017 Lease Debt (Street Lights), held by Univest Bank, matures in 2024, is fixed at 2.3%, and cannot be paid off early.
- Series 2020 Debt (Capital Infrastructure), held by JP Morgan Chase, matures in 2032, is fixed for 13 years at 1.27%.
- Total debt service for 2020 is \$447,000: Principal is \$347,000; interest is \$99,000.

Land Preservation:

- Again, there is no proposed Open Space millage and 0.125% EIT taxes proposed. We have \$1.7 million in Open Space money (millage and EIT) in the bank for future purchases, with nothing presently in the pipeline.
- As you know, Act 115 of 2014 allows up to 25% of the Open Space balance to be used for maintenance and/or development of open space property. This would allow us to use up to \$114,500 for projects related to open space and recreation.

**NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET**

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

REVENUE

Property Taxes

- 301.100 Real Estate – Current Year
Generated by multiplying the millage rate for each use by the projected 2021 assessed valuation of taxable real estate in the Township, divided by 1,000. Each "mill" generates approximately \$179,500. Millage is separated into dedicated funds for use in specific categories.
- 301.200 Real Estate – Prior Years
Estimated from historical data of prior collections. This represents interim tax collections, projected to be made in 2021, from 2020 assessments.
- 301.400 Real Estate – Delinquent
Estimated collections of taxes and interest for real estate taxes of 2020 and prior years, collected on our behalf by Bucks County to which we pay a percentage for collection.
- 301.600 Real Estate – Interim
Real estate tax collections from property that is added to the tax rolls during the current fiscal year, (new homes/additions and other buildings) and real estate tax adjustments made during the year, based upon historical data collection.

Act 511 Taxes

- 310.100 Real Estate Transfer Tax – New Construction
Estimated revenue generated by the Township's share (0.5%) of 1% property transfer tax collected on our behalf by Bucks County upon real estate transfers of properties within the Township. Revenue shown here is for the initial sale of newly-constructed properties within the Township.
- 310.101 Real Estate Transfer Tax – Re-sales
Estimated revenue generated by the Township's share (0.5%) of 1% property transfer tax collected on our behalf by Bucks County upon real estate transfers of properties within the Township. Revenue shown here is for resale of properties within the Township.
- 310.210 Earned Income Tax
The total tax collection revenue estimated to be turned over to the Township by Keystone Collections Group (in those areas within Central Bucks School District) and Berkheimer Associates (in the limited areas of NBT within North Penn School District), for general purposes (0.5% to Township, 0.5% to School District). For 2021, EIT for land preservation purposes is set at 0.125%, for a total EIT tax to residents of 1.125%.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

310.220 Local Services Tax
Per capita tax of \$52.00 on those employed within New Britain Township and earning more than \$12,000.00 per year, regardless of residency. Proceeds may be used to pay for road construction and maintenance, as well as police, fire, medical and other emergency services. Keystone Collections Group collects LST taxes on our behalf. For 2021, distribution of LST taxes is set at 25% for police purposes, 25% for public works purposes, 25% distributed to fire companies serving within New Britain Township and 25% distributed to ambulance squads serving within New Britain Township (through Resolution #2008-08). Distribution of Fire and EMS LST is done on a per capita served basis.

Retail Licenses

321.800 Cable TV Franchise Fees
Revenue received from Comcast and Verizon CATV per franchise agreements for allowing the use of the public streets and rights-of-way. In the near future, these revenues will disappear as more people explore other entertainment options.

Street and Curb Permits

322.800 Road Opening Permits
Revenue received from "Highway Encroachment" permits, when contractors or utilities dig up Township roadways.

Fines

331.100 District Court Fines
Funds received resulting from fines assessed at District Court. The County retains a portion of fines collected.

331.110 Vehicle Code Violations
Funds received from vehicle code violations, parking tickets, and other violations of the vehicle code. The County retains a portion of fines collected.

331.120 Township Ordinance Violations
Fines received from violations of non-motor vehicle court fines, usually generated by the Code Enforcement Office for building permit, zoning, burning or other ordinance violations. The County retains a portion of fines collected.

331.130 State Police Fines
Township share of fines resulting from State Police citations issued within New Britain Township. A portion of fines collected is retained by the State.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

Interest Earnings

- 341.000 Interest Earnings
Estimated interest earnings anticipated in 2021. Interest earnings are unpredictable in the present economy.
- 341.401 Over-Counter Sales
Sales of publications and miscellaneous copy charges to the General Fund.
Sales of seasonal discount resort tickets to Park and Recreation Fund 07.
- 341.410 Event Revenue
Receipts from special events held for general purposes or for specific fundraising events (to P&R Fund 07).

Rents

- 342.200 Rent of Buildings/Property
Receipts from lease agreements for the West Branch Park cell tower (P&R Fund 07), meeting room rentals, etc.
- 342.201 Cell Tower Lease/North Branch
Receipts from the lease agreement for the North Branch Park cell tower (General Fund 01).

State Grants

- 354.000 Recycling 904 Performance Grant
State Recycling Grant based on recycling totals furnished by registered waste haulers in New Britain Township, applied for jointly with other Central Bucks County communities. Over the last several years, these funds have been continually threatened by State Budget cuts, but have been guaranteed through 2021.
- 354.011 Bucks County Open Space Grant
Bucks County has allocated funds to each municipality for preservation of Open Space. The Township has expended its entire allotment of Bucks County Open Space Program funds.

State Shared Revenue/Entitlements

- 355.010 Public Utility Taxes
Revenue received from the State in lieu of real estate taxes on property owned by Public Utility companies such as SEPTA, NPWA, NWWA, PECO, etc. Estimate is based on a calculation of a portion of the real estate tax otherwise paid if the land was taxable property.

NEW BRITAIN TOWNSHIP
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- 355.050 State Aid Liquid Fuels
Dedicated money received from the State for use specifically in maintaining roadways, bridges, traffic signal systems and streetlights (Liquid Fuels Fund 35). Funds are calculated by the State on a formula based on road miles, population, and the amount of fuel tax collected at the State level. Only certain roadways qualify for Liquid Fuels funding.
- 355.080 Liquor Licenses
Township share of the PA Liquor Control Board license fees for establishments located within the Township that serve alcohol, at \$200.00 per establishment. For 2021, Gov. Wolf has determined that no Liquor License fees will be charged statewide.
- 355.120 State Aid Pension
Funds received from the State for distribution to our two municipal pension plans. This is a fiduciary entitlement and cannot be used for any other purpose. Funds are received at the rate of two units per eligible police officer, and one unit per eligible non-uniformed employee, to be multiplied by the unit allocation established each year by the State. Pension members must have worked at least six consecutive months to be eligible. Uniformed employees enrolled in DROP are ineligible for State Aid.
- 355.121 Excess Pension Transfer
Additional funds to ensure the health of Police and Non-Uniform Pension Plans, held in General Reserve (Fund 15), by specific action of the Board of Supervisors.
- 355.130 Foreign Fire Insurance
Funds received from the State for distribution to fire companies serving the Township. This is a pass-thru revenue account, as all funds are distributed on a per capita-served basis to the fire companies that serve the Township (linked to Expense line item 01.488.540).
- 355.141 Overtime Reimbursable
Reimbursements from outside sources for overtime labor expense such as: special events sponsored by others: Shrine reimbursements; DUI checkpoints when funded by the State or other agencies; drug enforcement work when funded by other agencies, etc.
- 355.150 All Other Grants
This account is reserved for federal or State grant funds that may become available, such as FEMA/PEMA grants for disaster relief due to severe weather, flooding, etc., usually after Township expenditure and approval by the Governor. In 2021, the Township has been awarded \$225,000 in DCNR Grant funding from DVRPC for the Neshaminy Greenway/Coleman Trail.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

General Government

- 361.300 Zoning and Subdivision Filing Fees
Fees charged for processing subdivision and/or land development applications.
- 361.330 Zoning Permits
Fees charged for processing zoning use permits and/or zoning certifications.
- 361.340 Zoning Hearing Board
Fees charged for applications to the Zoning Hearing Board.
- 361.361 Ordinance/Map Sales
Sale of ordinance books or copies of Township codes and maps.

Public Safety

- 362.140 Police and Accident Reports
Fees charged for copies of police reports, accident reports, citations, etc. at a rate set by State statute and the Right to Know Law.
- 362.410 Building Permits
Fees charged for building permits for new construction and/or additions, based on the published Township Fee Schedule.
- 362.420 Electrical Permits
Fees charged for electrical permits for new construction and/or additions, based on published fees of the electrical underwriter, United Inspections, Inc. Most fees are passed through to United Inspections.
- 362.430 Plumbing/Mechanical Permits
Fees charged for plumbing and mechanical permits for new construction and/or additions, based on the annually published Township Fee Schedule.
- 362.450 Occupancy Permits – New
Fees for completion and safety inspections prior to final occupancy of newly constructed properties.
- 362.451 Occupancy Permits – Re-sales
Fees for safety inspections prior to sale or lease of property from one owner/tenant to another.
- 362.452 Fire Inspections
Fees for annual fire inspection of commercial properties, schools and multi-family units.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

- 362.460 Well Permits
Fees for new and replacement well installations.
- 362.461 Stormwater Maintenance (Capital Equipment and Infrastructure Fund 18)
Permanent escrows for future maintenance of stormwater management BMP's.
- 362.462 PA UCC State Fee/Permits
Fees collected in conjunction with building and electrical permits (currently \$4.50 per permit) that are passed through to the State.
- 362.463 Sewage Maintenance (Cap Fund 18)
Escrows for future maintenance of on-lot sanitary sewer systems.

Fees above (362.410 through 463) are estimates based upon anticipated or approved subdivision and land development plans, allocated/available EDU's, number of lots remaining within active subdivisions, and historical experience of other construction activity occurring Township-wide for additions, alterations, swimming pools, decks, sheds, etc.

Miscellaneous Revenue

- 380.000 Miscellaneous Revenue
Reserved for unanticipated revenues of an unusual nature and not designated in other categories.
- 380.050 Escrow Administration Fees
Fees charged for administration of legal and engineering escrow accounts, based on 10% of billed expenses from Township solicitors, engineers and consultants.
- 383.000 Street Light Assessments
Based on actual utility costs plus a 10% capital portion to be used for periodic maintenance and capital improvements to District Street Lights (Street Light Fund 02). For 2021, a portion of the capital contribution will go toward debt service resulting from upgrading District lights to high-efficiency LED streetlights. District Street lights make up 82% the capital cost/debt service.
- 387.000 Developer Contributions
Contributions and Fees in Lieu paid by developers for various requirements of the subdivision/land development process (to corresponding Fund)
- 387.018 Veterans Memorial Contributions
Proceeds from fundraising activities and donations toward the Veterans Memorial Park project (P&R Fund 7).

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

- 391.100 Sales of Assets
Proceeds from sale of capital equipment based on “Blue Book”-type estimates or dealer trade-in figures.
- 392.410 User Fees for Field Use
Fees received for field use by athletic teams and pavilion rentals (P&R Fund 7), based on the published Township Fee Schedule.

Interfund Transfers and Carry-Over Balances

- 392.000 Transfers from Other Funds
Transfer of \$114,500 from Land Preservation Fund 04 to P&R Fund 07 for maintenance and upkeep of open space and parks; transfer of \$21,286.48 from Street Light Fund 02 to Debt Service Fund 20 for a portion of the debt service on District Street Lights, as District Street Lights represent 82% of LED upgrade expense.
- 393.121 Bridge Projects Loan
Estimated loan proceeds for bridge replacements and capital purchases and repairs throughout the Township. All proceeds were expended in 2020 (Cap Fund 18).
- 393.123 Streetlight Upgrade Loan
Loan proceeds for retrofit of Township-owned and District Streetlights to high-efficiency LED streetlights throughout the Township. All proceeds were expended in 2018 (Cap Fund 18).
- 393.990 Estimated Beginning Cash Balance
Expected unencumbered cash balance on hand as of December 31, 2020 and allocated within the 2021 Budget.
- 394.000 Refund of Prior Year Expenses
Reimbursements of prior years’ expenses, insurance dividends and claims.
- 394.100 Curb/Sidewalk Reimbursements
Reimbursement from affected residents for curb and/or sidewalk replacements done in prior years. Total replacement cost outstanding to date is \$4,654.39.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

EXPENSES

Legislative, Executive and Finance

- 400.110 Salary – Board of Supervisors
Board of Supervisors salaries, established per Second Class Township Code.
- 400.150 Medical/Dental/Rx/STD-LTD/Life Insurance
Expenses for Administrative personnel (Board, Manager, Finance).
- 400.161 FICA/Medicare
Employer’s portion of FICA/Medicare tax for Administration.
- 400.162 Unemployment - Administration
Self-insured expense for unemployment compensation.
- 400.210 Materials/Supplies
General office supplies such as copy paper, staples, etc., and similar materials necessary to furnish information to the various Township boards, committees and to the public.
- 400.300 General Expense
Expenses not specifically designated to other accounts: Training seminars, PSATS dues, carpet cleaning, petty cash, etc.
In Land Preservation Fund 04, general expenses include training, consultation, copy charges, etc. related to land preservation efforts.
- 400.301 Codification Expenses
Expense for maintenance of Codified Ordinances and web hosting of the Ordinance with General Code.
- 400.320 Telephone/Communications
Administrative telephone and cell phone service, leasing, maintenance.
- 400.330 Vehicle Expense
Administrative vehicle expenses (tolls, IRS mileage allowances, etc.).
- 400.340 Advertising/Printing
Mandatory legal advertising of public meetings, hearings, ordinances, contracts, solicitations, general public notices, public service announcements and Township newsletters.
- 400.352 Liability/Property Insurance
Estimated premium for the liability portion of Township insurance coverage. This includes theft, fire, non-vehicle liability insurance for properties, errors and

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

omissions insurance and umbrella coverage. In Land Preservation Fund 04, the portion related to insuring open space holdings and land preservation efforts.

- 400.354 Workers' Compensation/Admin.
Portion of Workers' Compensation premium attributable to Legislative, Executive and Finance departments.
- 400.740 Major Equip. Lease/Purchase
Lease of copiers, postage meter, etc.
- 400.741 Computer Software/Licenses
Annual software license agreements for Alura, Edmunds Financial, NA Studios, etc.
- 400.800 Special 27th Payroll
Periodically, the calendar year may contain 27 bi-weekly payrolls due to the dates on which paydays fall. This line item compensates for the extra payroll. For 2021, there is no 27th Payroll.
- 400.801 FICA for 27th Payroll
Periodically, the calendar year may contain 27 bi-weekly payrolls due to the dates on which paydays fall. This line item compensates for the extra payroll FICA. For 2021, there is no 27th Payroll.

Executive

- 401.120 Salary – Executive Management
Township Manager Salary. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.

Financial Administration

- 402.130 Salary – Finance
Finance Director Salary. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 402.161 FICA/Medicare - Finance
Township portion of FICA and Medicare for Finance Director.
- 402.310 Appointed Auditor
Annual audit expense and accounting consulting.
- 402.350 Bonding
Annual premium for employee bonds, required by Second Class Township Code.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

Tax Collection

- 403.110 Salary – Elected Tax Collector
Salary set by resolution every four years (current Res. #2017-08).
- 403.120 Street Light District Collection Fee
Fee paid to Tax Collector for collection of Street Light District Fees charged to individual private Street Light Districts, set by resolution every four years (current Res. #2017-08, in Street Light District Fund 02).
- 403.161 FICA/Medicare – Tax
Employer’s portion of FICA/Medicare for elected Tax Collector.
- 403.181 Training Allowance
Allowance for Tax Collector training.
- 403.319 General Reimbursable Expenses
Expenses as provided for within the Second Class Township Code, including shared postage and printing costs.
- 403.370 Tax Collector – Appointed EIT/LST Collector
Commission paid to Keystone Collections Group and Berkheimer Associates per contract, as a percentage of actual collections. In Land Preservation Fund 04, commission paid to Keystone Collections Group and Berkheimer Associates per contract, as a percentage of actual collections of earned income taxes dedicated to open space. Commission rate per contract with Keystone for EIT collection is 1.39% on current collections, 0% on delinquent collections. Commission rate per contract with Berkheimer for EIT collection is 1.39% on current collections, 1.39% on delinquent collections. Commission rate per contract with Keystone for LST collection is 1.75% on current collections, 0% on delinquent collections.

Legal Services

- 404.101 Legal Services – Labor
Legal services for labor-related issues.
- 404.310 Legal Services
Legal services not reimbursed through developers’ escrow accounts. Expenses include regular meeting attendance, ordinance preparation, code enforcement, zoning, and general legal advice.

Clerk/Secretarial

- 405.140 Wages – Clerical Staff
Wages for full-time administrative clerks. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.

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- 405.141 Wages – Clerical PT Staff
Wages and benefits for Part-time Administrative Service Clerk. For 2021, no part-time Staff is anticipated.
- 405.150 Medical/Dental/Rx/STD-LTD/Life Insurance
Expenses for Administrative clerical staff.
- 405.161 FICA/Medicare
Employers Portion of FICA/Medicare

Engineering

- 408.100 General Engineering
Engineering services not reimbursed through developers' escrow accounts. Expenses include regular meeting attendance, stormwater management activities, traffic engineering, road inspections, special projects, etc.
- 408.140 Special Projects/Engineering
Engineering services not reimbursed through developers' escrow accounts. Expenses include regular meeting attendance, stormwater management activities, traffic engineering, road inspections, special projects, etc. For 2021, includes negotiation of new Verizon Franchise Agreement for cable services throughout the Township through the Bucks County Consortium. Township portion for Verizon is based on population of participating members and is 2.36%, or \$1,830.00.

General Government Buildings/Plant

- 409.319 Supplies and Minor Equipment
Items such as paper towels, bathroom supplies, cleaning supplies, landscape supplies, salt for walkways, etc.
- 409.360 Utilities - Administration
Water, sewer, electric, security system, trash removal for 207 Park Avenue.
- 409.370 Building Maintenance and Repair
Annual service contracts on heaters and air-conditioning units, minor service, paint, plumbing, landscaping, and general upkeep of 207 Park Avenue.

Police

- 410.120 Salary – Police Management
Salary for Chief of Police.
- 410.130 Wages – Police Bargaining Unit
Officer Wages per the current Collective Bargaining Agreement (CBA). Includes

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

longevity pay. For 2021, requires a 3.5% increase over 2020 salaries. Current contract expires 12/31/2021.

- 410,131 Police Overtime
Normal overtime and Special Detail overtime. This line item is partially offset by Revenue Line Item 01.355.141.
- 410.132 Accrued Time Cashed In
Liability of Police accrued time cashed in.
- 410.133 Education Incentive Pay
Per the Police contract, \$1,000.00 for Associate's Degree; \$2,000.00 for Bachelor's Degree; and \$3,000.00 for Master's Degree.
- 410.140 Wages – Clerical Staff FT
Wages for one full-time Police Secretary (non-uniform). All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 410.145 Wages – Clerical Staff PT
Wages for one part-time Police Secretary (20 hours per week, limited benefits). All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 410.150 Salary – Vehicle Maintenance Mechanic
Public Works Mechanic salary for police vehicle maintenance/repairs (actual hours charged). All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 410.151 Medical/Dental/Rx/STD-LTD/Life Insurance
Expenses for Police and Police clerical staff.
- 410.152 Employee Health and Fitness
Reimbursement for health club membership expense of up to \$250.00 per officer per year, per CBA.
- 410.160 Crossing Guard Wages
Wages for two Crossing Guards during school year, at \$19.00 per hour.
- 410.161 FICA/Medicare
Employers portion of FICA/Medicare.
- 410.162 Unemployment Compensation/Police
Self-insured expense for unemployment compensation.
- 410.181 Education and Training – In Service
Annual mandatory and optional training and recertification of Police officers.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

- 410.200 Materials and Supplies – Office Supplies
General office supplies including paper, pens, folders, envelopes, letterhead, paper towels, toilet paper, etc.
- 410.210 Major Supplies/Computer/Equipment/Repairs
Computer replacements, software, networking, IT consultant fees and general repairs. For 2021, two (2) HQ desktops, overhaul of servers, software licenses and annual tech support.
- 410.220 Photo Supplies
Crime scene photographic supplies such as film and disks
- 410.221 Criminal Investigation Supplies
Supplies associated with criminal investigations: audio/video tapes, fingerprinting supplies, evidence boxes, bags and tags, etc. Includes pilot program for county-wide DNA storage.
- 410.222 Traffic Flares
Traffic flares, cones, LED flares used at traffic accidents, fire scenes, road hazards or disabled vehicles, etc.
- 410.223 Traffic Counter
Maintenance, supplies, repairs, and required calibrations of the Speed Radar Check, VASCAR units and Tracker.
- 410.224 Fuel and Oil
Estimated cost of gas and oil based upon history and current gasoline pricing. For 2021, includes new fuel-dispensing system.
- 410.226 Copier
Lease payments and service contracts, including maintenance, repairs, and supplies (other than paper).
- 410.240 Fire Arms and Supplies
Firearms, ammunition, targets and supplies for annual re-certification and other Police uses.
- 410.241 Uniforms
Fit-out of new officers and contractual uniform replacements at \$800 per year per officer (\$1,000 per detective). Uniforms, boots, shoes, protective gear, vests.
- 410.250 General Expense
Miscellaneous supplies not covered in other categories: bulbs, windshield washer fluids, ice removers, soap, towels, etc.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

- 410.260 DARE program
Student supplies for one DARE officer, no longer reimbursed through State or federal grants.
- 410.310 Legal Expenses
Legal matters including lawsuits involving Police Department. For 2021, includes consultant for hiring a new Chief of Police and preliminary Contract negotiations.
- 410.317 National Emergency Supplies Contingency
Moneys set aside for unplanned emergency.
- 410.319 Materials and Supplies, Minor Repairs/Equipment
Funds for minor equipment.
- 410.320 Communications
Telephone usage, maintenance and repair.
- 410.340 Printing and Advertising
Tickets, forms, advertising, etc.
- 410.351 Vehicle Insurance
Police fleet insurance premiums.
- 410.352 Liability Insurance
Estimated premium for the liability portion of Police coverage, including false arrest, and other non-vehicle liability.
- 410.354 Workers' Compensation/Police
Portion of Workers' Compensation premium attributable to Police Department.
- 410.360 Utilities
Police portion of water, sewer, electric, security system.
- 410.370 Vehicle Maintenance/Repairs
Vehicle maintenance, repairs and supplies from outside vendors.
- 410.390 C.E.R.T. Team
Membership and expenses for the Central Emergency Response Team.
- 410.420 Publications
Training manuals, periodicals, and police-related publications.
- 410.440 Uniform Cleaning
Cleaning allowance per Police contract (\$800 per officer per year).

NEW BRITAIN TOWNSHIP
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- 410.450 Breathalyzer Expense
Pre-breath testers, maintenance and supplies.
- 410.750 Equipment Purchases
Purchase of long-term equipment.
- 410.751 Vehicle Replacements
Replacement of police vehicles. For 2021, includes one new patrol vehicle in Fund 18.
- 410.752 Radio Repairs
Maintenance and repairs to current and non-warranty radio stock.
- 410.754 Special Events
Funds set aside for unplanned special events.
- 410.760 Building Maintenance-Police Dept.
Maintenance and repairs to Police Department areas of the building.
- 410.761 DNA Consortium
Township portion of contributions toward joint DNA database.

Fire/EMS Expenses

- 411.100 EMS Workers' Compensation
Workers' Compensation insurance for EMS service, a per capita portion of which is reimbursed by Chalfont Borough.
- 411.200 Fire Marshal Expense/Training
General expenses and continuing education training.
- 411.210 Assistant Fire Marshal
Contingency expense in the absence of Township Fire Marshal.
- 411.224 Fire Fuel Expense
Fuel expense as in-kind donation to Chalfont Volunteer Fire Company #1.
- 411.225 EMS Fuel Expense
Fuel expense as in-kind donation to Chal-Brit Regional EMS.
- 411.230 Recruitment/Retention Incentive
Per capita contribution to promote recruitment and retention of Active Member Volunteer First Responders. Lump sum donation is based on \$500 per certified Active Member, giving in the first quarter for service in the prior year, as outlined in approved policy and Resolution #2017-28.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

- 411.235 EMS Capital Contribution
Contribution to EMS to offset mortgage expense and capital expenses of Chal-Brit Regional EMS.
- 411.354 Workers' Compensation/Fire
New Britain Township per capita portion of Chalfont Chemical Fire Company insurance (payable to Chalfont Borough).
- 411.380 Fire Hydrant Rent
Utility charges for standby water for Township fire hydrants.
- 411.500 Contributions to Fire Companies
Dedicated real estate millage distributions (Fire/EMS Fund 03) to four fire companies serving NBT. Distribution based on per capita service area and set by resolution (#2001-59).
- 411.501 Contributions to EMS Providers
Dedicated real estate millage distributions (Fire/EMS Fund 03) to three ambulance companies serving NBT. Distribution based on per capita service area and set by resolution (#2009-19).
- 411.501 LST Contribution
Distribution of Local Services Tax to fire (25%) and EMS (25%) by resolution (#2008-08). Distribution based on per capita service area and set by resolution (#2001-59, #2009-19). Remaining 50% used in General Fund 01 for Police and Public Works services.

Inspection Services

- 413.121 Wages – Building Inspector/Code Enforcement Officer
Building Inspector and ¼ Code Enforcement/Building Maintenance salary. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 413.122 Outside Inspections
Cost of outside inspection service, mainly for electrical inspections and BCO absences.
- 413.151 Medical/Dental/Rx/STD-LTD/Life Insurance – Code
Expenses for Code Department.
- 413.161 FICA/Medicare
Employer's portion of FICA/Medicare for Code.
- 413.241 Uniforms
Building Inspector uniforms/cleaning/shoes, Code Dept.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

- 413.319 General Exp. and Training
Miscellaneous and training expenses, Code Dept.
- 413.330 Vehicle Expense
Repairs/maintenance to Code vehicle.
- 413.351 Auto Insurance
Admin/inspection vehicles.
- 413.352 Liability Insurance
Portion attributable to Code Dept.
- 413.354 Worker's Compensation
Portion attributable to Code Dept.
- 413.740 Capital Expenses
Replacement of Code vehicles (Cap Fund 18).
- 413.741 Computer Expenses
Computer replacements and software for Code Dept.
- 413.752 State Pass-Thru Fees
Per Permit fee forwarded to PA (linked to Revenue Line Item 362.462). Current per-permit fee is \$4.50.

Planning and Zoning

- 414.140 Planning and Zoning Officer
PZO Salary. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 414.141 Zoning Hearing Board
Zoning Hearing Board Member Salaries per meeting.
- 414.142 OT Zoning – Signs
Overtime expense for illegal sign enforcement.
- 414.150 Land Preservation Consultant
In Fund 04, expense of professional consultants for acquisition of land and easements.
- 414.151 Medical/Dental/Rx/STD-LTD/Life Insurance
Expenses for Zoning Department.
- 414.161 FICA/Medicare
Employer's portion of FICA/Medicare attributable to Zoning.

NEW BRITAIN TOWNSHIP
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- 414.310 Legal, Planning and Zoning
Legal fees for non-reimbursable planning and zoning including legal reviews, curative amendments, legal representation at the ZHB (if needed), zoning enforcement assistance through the courts system. In Land Preservation Fund 04, engineering expenses for land acquisition.
- 414.319 General Exp. and Training
Expenses including zoning enforcement: signs, postage, training, etc.
- 414.352 Liability Insurance
Zoning portion of Liability insurance.
- 414.354 Workers' Compensation
Portion attributable to Zoning.
- 414.450 Legal Services
In Land Preservation Fund 04, legal expenses for land acquisition.
- 414.451 Appraisals
Cost of appraisals for land and conservation easements (Fund 04).
- 470.001 Capital Purchases
Cost of acquisitions of open space and conservation easements (Fund 04).
- 470.200 Open Space Maintenance
Cost of annual maintenance and development of Open Space throughout New Britain Township.

Emergency Management

- 415.100 Emergency Management
Supplies/materials/overtime for special safety projects, major police incident, excessive snow or violent storms, training, etc.

Professional Education

- 419.250 Memberships/Education/Conference
Professional memberships, publications, conferences, training for Board of Supervisors, Township Manager and Administration staff.

Solid Waste Collection and Disposal

- 427.010 Environmental/Hazardous Waste
Fee for County household hazardous waste collection program. Fee for filing DEP 904 Recycling Grant.

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2021 FINAL BUDGET

Highway – General Services

- 430.120 Salary – Management
Public Works Director Salary. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 430.130 Salary/Bldg. Maintenance
Salary expense for $\frac{3}{4}$ Code Enforcement/Building Maintenance employee. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 430.131 Overtime – Public Works
Overtime costs associated with Public Works activities excluding snow removal.
- 430.140 Wages – Public Works Department
Public Works employee salaries. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 430.141 Wages – Part time workers
New Full-time PW Employee Wages and Benefits
- 430.151 Medical/Dental/Rx/STD-LTD/Life Insurance
Expenses for Public Works employees.
- 430.161 FICA/Medicare
Employer's portion for Public Works Department.
- 430.241 Uniform Expense
Uniform rentals/cleaning, winter jackets, safety glasses, boots, etc.
- 430.313 Engineering Services
Consulting for special projects involving Township property.
- 430.319 Training Expense
Public Works training expense.
- 430.320 Communications
Cell phone usage, maintenance, repairs.
- 430.321 Radio Repairs
Maintenance and repair to Township radios.
- 430.351 Vehicle Insurance
Portion attributable to Public Works fleet.
- 430.352 Liability Insurance
Portion attributable to Public Works Department.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

430.354 Workers' Compensation
Portion attributable to Public Works Department.

430.370 Building Maintenance
Includes annual building maintenance: garage door maintenance, cleaning of oil drains, and general building maintenance.

Highway Maintenance – Snow Removal

432.220 Snow Removal – Contractors
Expense for plowing by outside contractors.

432.221 Snow Removal – Salt
Salt and cinders expense, charged to General Fund 01 and Liquid Fuels Fund 35.

432.319 Snow Removal – Overtime
Public Works employee overtime attributable to snow removal.

Supplies

433.200 Street Signs
Repair and replacement, materials and maintenance related to signage.

433.205 Traffic Calming
Supplies, maintenance, consulting for traffic calming areas throughout NBT.

433.210 Line Painting
Contracts, paint for road line maintenance.

433.310 Traffic Signal Maintenance
Service contract, maintenance and repairs to Township-owned traffic signals, and a pro-rata share of expenses for those we share at bordering intersections.

433.361 Traffic Signal Electric
Electric utility charges for traffic signals wholly located within NBT and a pro-rata share of expenses for those we share at bordering intersections.

Highway Maintenance – Street Lighting

434.300 Street Lighting
Electricity and maintenance costs for general street lights throughout the Township, but not charged to individual private Street Light Districts.

434.360 Electricity and maintenance costs for individual private Street Light Districts paid from Street Light Fund 02.

NEW BRITAIN TOWNSHIP
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Highway Maintenance – Storm Sewers and Drains

- 436.300 Storm Sewers and Drains
General storm drainage maintenance costs, drain cleaning, inlet repair, drainage enhancements, etc. For 2021, includes purchase of stock stormwater inlet covers.
- 436.367 NPDES Compliance
General expenses required for DEP NPDES MS4 Compliance, including retrofit projects.
- 436.400 Dirt and Debris Removal
Cost of disposal of demolition.

Highway Utilities

- 437.300 Repairs to Equipment and Vehicles
General repairs to major equipment in Public Works fleet.
- 437.330 Vehicle Fuel and Oil
Gasoline, diesel and oil for Public Works and Park and Recreation Departments.
- 437.360 Heat and Utilities
Electric, sewer, water and trash utility costs for the Public Works buildings.

Highways, Roads and Streets

- 438.260 Minor Equipment
Purchase, repair, replacement of small tools. For 2021, includes one hand blower/back Pack Blower
- 438.460 General Expense
General shop maintenance, special event signs, hardware, bulbs, miscellaneous expenses etc.
- 438.710 Major Equipment Purchase
Capital equipment purchases for Public Works use (Fund 30). For 2021, includes: one (1) Pickup Truck with plow, salt spreader and liftgate; a tilt trailer; backhoe tires; jumping jack tamper; 22-ton hydraulic jack; and two Honda generators (all in Fund 30).
- 438.800 Equipment Rentals
Cost of rental equipment for Township use.
- 438.820 Patching
Materials and equipment for pothole repair.

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- 439.320 Paving/Milling
Costs of annual Road Maintenance Program, including milling, paving, oil and chip, curb ramp replacements, generally paid out of Liquid Fuels Fund 35.
- 439.330 DART Transportation
Shared cost of the DART West Bus System, to be conveyed along Business Route 202 to key stops in Chalfont and New Britain Boroughs and New Britain Township.
- 439.601 Bridge Repair/Replacement
Costs of projects to repair and culverts damaged by TS Isaias (Cap Infra Fund 18).
- 439.604 Gate/Fencing
Costs of project to install security fencing and gates around Police and Park and Recreation parking areas.

Culture - Recreation

- 452.540 Donations
Costs and donations toward Area Agency on Aging senior programs and other contributions as approved by the Board.

Park and Recreation Expenses (Fund 07)

- 454.140 Salaries/Clerical
One-half employee clerical salary for duties to Park and Recreation Department out of Fund 07 (other portion in Administration Fund 01). All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 454.141 Salaries/ PW Support
One and one-half employees Public Works salaries charged to P&R Fund 07. All Non-Uniform Personnel salaries reflect a 3.5% increase over 2020 salaries.
- 454.151 Medical/Dental/Rx/STD-LTD/Life Insurance
Expenses for P&R employees from Fund 07.
- 454.161 FICA/Medicare
Employer's portion for P&R Department from Fund 07.
- 454.181 Education and Training
P&R staff training from Fund 07.
- 454.226 Facilities Maintenance
Maintenance expenses for athletic fields and other recreational property from Fund 07: mulch, infield mix, weed and feed (semi-annual), mutt mitts, aeration of North Branch, etc.

NEW BRITAIN TOWNSHIP
2021 FINAL BUDGET

- 454.300 Activities/Programs
Cost of annual programs from Fund 07: Easter Egg Hunt, Tri-Municipal July 4 Parade, Movie Nights and Santa House.
- 454.301 P&R Sales Expense
Cost of sales of seasonal discount tickets from Fund 07.
- 454.310 Engineering Services
Cost of engineering services for Fund 07. For 2021, includes continued redesign expenses for portions of Cotton Park.
- 454.311 West Branch Park Expense
Expenses for improvements to West Branch Park.
- 454.312 North Branch Park Expense
Expenses for improvements to North Branch Park. For 2021, includes repair and replace backstops and overhangs at Fields 3, 4 and 5, and a new play structure with poured-in-place fall attenuation surface, and a new P&R shed. In Fund 18, installation of a Dog Park somewhere within the park system is planned.
- 454.313 Robert V. Cotton Park Expense
Expenses for improvements to Cotton Park. For 2021, includes remaining design costs.
- 454.317 Veterans Park Expense
Expenses for improvements to Veterans Park and Veteran's Day ceremonies.
- 454.318 Veterans Memorial (NBP)
Expenses related to maintenance of the North Branch Memorial, Fall Festival, and Spring Yard Sale.
- 454.319 General Expenses/Supplies
General expenses for park maintenance from Fund 07.
- 454.320 Neshaminy Greenway Trails
Expenses related to acquisition and/or expenses related to trails. For 2021, includes design, construction and inspection for installation of new trail system section through the Coleman Tract, funded by grants and the Open Space Fund 04 (inspection).
- 454.351 Vehicle Insurance
Portion attributable to Park and Recreation vehicles, from Fund 07.
- 454.352 Liability Insurance
Portion attributable to Park and Recreation Department, from Fund 07.

NEW BRITAIN TOWNSHIP
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- 454.354 Workers' Compensation Insurance
Portion attributable to Park and Recreation Department, from Fund 07.
- 454.360 Utilities
Portion of utilities attributable to Park and Recreation Department, from Fund 07:
electric, water, sewer, trash collection, etc.
- 454.402 DCNR Grant Match
Cost of matching funds for DCNR grants.
- 454.700 Park Improvements/Purchases
Capital improvements to park facilities, from Fund 07. In 2021, includes fencing
of Coleman property.
- 454.710 Capital Purchases
Capital equipment purchases for park maintenance, from Fund 07.
- 455.370 Tree Maintenance
Expenses related to tree maintenance over roadways and public property.

Land Preservation Expenses (Fund 04)

- 470.000 Land Preservation Debt Service
Debt service due on acquisition of land and conservation easements from Land
Preservation Fund 04. For 2021, no debt service for land preservation exists or
is planned.
- 470.001 Capital Purchases and Payments
Purchase of land and conservation easements from Land Preservation Fund 04.
- 470.200 Open Space Maintenance
Cost of maintenance and development of land and recreation facilities through
Land Preservation Fund 07.

Debt Service Fund – Fund 20

- 471.100 G.O.N. Series 2005 - Public Works Building Principal
Debt service on remainder of 2005 DVRFA loan with variable interest for Public
Works garage construction. Principal payment of \$35,000 in 2021. Loan matures
in 2025.
- 472.102 Public Works Building Interest
Estimated interest payments for 2021 of \$49,412. Total debt payment of
\$85,412.

NEW BRITAIN TOWNSHIP
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- 473.100 G.O.N. Series 2020 - Bridge Project Principal
Debt service on \$4.1 million loan at 1.27%, for replacement/repair to five bridges and culverts throughout the Township. Principal payment of \$288,000 in 2021. Loan matures in 2032.
- 474.102 Bridge Project Interest
Interest payments for 2021 of \$47,628. Total debt payment of \$335,628.
- 475.100 Lease Series 2017 - Streetlight Project Principal
Lease purchase debt service on \$155,154.10 loan at 2.30%, for replacement of Township-owned and District Streetlights to high efficiency LED heads. Principal payment of \$23,968.98 in 2021. Loan matures in 2024.
- 476.102 Streetlight Project Interest
Interest payments for 2021 of \$1,990.14. Total debt payment of \$25,959.12.

Intergovernmental Expenditures

- 481.319 Misc. Taxes
County, Township and School District real estate taxes on taxable portions of Township-owned property (parcels containing cell towers at North Branch and West Branch Parks). Taxes on North Branch cell tower portion are reimbursable from American Tower Corporation. Taxes on West Branch cell tower portion are reimbursable from SBC Corporation.

Judgments and Losses

- 482.000 Judgments and Losses
Expenses due to legal actions, court decisions, claims, etc.

Employee Benefits

- 483.510 MMO Pension Payment
Required payment to ensure the health of Police and Non-Uniform Pension Plans, consisting of State pension aide allocations and Township funds.
- 483.600 MMO Excess Pension Payment
Additional voluntary funds to ensure the health of Police and Non-Uniform Pension Plans, held in General Reserve (Fund 15). For 2021, no excess pension payment is budgeted.
- 486.157 Health and Vision Reimbursement
Reimbursement account for employee out-of-pocket expenses from high-deductible medical insurance plan.

NEW BRITAIN TOWNSHIP
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- 486.158 Fitness Reimbursement
Reimbursement account for employee health club membership, subject to certain qualifications.
- 487.162 Non-Uniform Time Payout
Accrued sick leave over 20 days is paid to Non-Uniform employees at a rate of 50%.
- 487.192 Orthodontia Self Insurance
One-time reimbursement of \$1,000.00 per child for Orthodontia, per police contract.
- 487.502 457(b) Plan Match
The Township matches payments made by employees to a voluntary deferred compensation plan, up to a maximum of \$250.00 per quarter/\$1,000.00 per calendar year.
- 488.540 Fireman's Relief Distribution
Pass-through funds from Foreign Fire Insurance (Revenue Line Item 01.355.130), distributed to the four fire companies serving the Township on a per capita served basis, as set by resolution.

Interfund Operating Transfers

- 492.100 Various Interfund Transfers:
Per Board decision: \$114,500 from Land Preservation Fund 04 for maintenance and upkeep expense of open space and parks on Park and Recreation Fund 07; \$21,286.48 from Street Light Fund 02 for a portion of the debt service on District Street Lights. District Street Lights represent 82% of LED upgrade expense.



NEW BRITAIN TOWNSHIP

2021 Preliminary Budget

November 2, 2020



Pre-Budget Activity

- Staff began work on the Budget with direction from the Board of Supervisors to balance the budget with No Tax Increase
- Prior to preparation of the Budget, Staff continuously reviews financial status
- Careful and considered spending policies continue to be used for all purchasing throughout the year, regardless of Budget Season
- Annual review of all ongoing routine expenses, contracts, utility charges, etc., ensures cost savings for the best materials and services

The Budget Calendar

- September –
 - Departmental Submission of Budget Requests
 - Review of Recurring Expenses
- October –
 - Departmental Budget Review
 - Workshop Meetings
- November –
 - Presentation of Preliminary Budget (November 2)
 - Legal Advertisement of Budget (November 3)
 - Public Inspection of Budget Available (November 3)
- December –
 - Consideration of Final Budget (December 7)
 - Consideration of Tax Levy Resolution (December 7)

The Budget Document

- Budget Message to Board of Supervisors
- Narrative Overview of Budget
- Fund Overview
- Line Item Budget
- Supporting Documentation

2021 Proposed Budget



\$7,276,371

Revenues

\$7,950,932

Expenditures

For All Funds

COVID-19

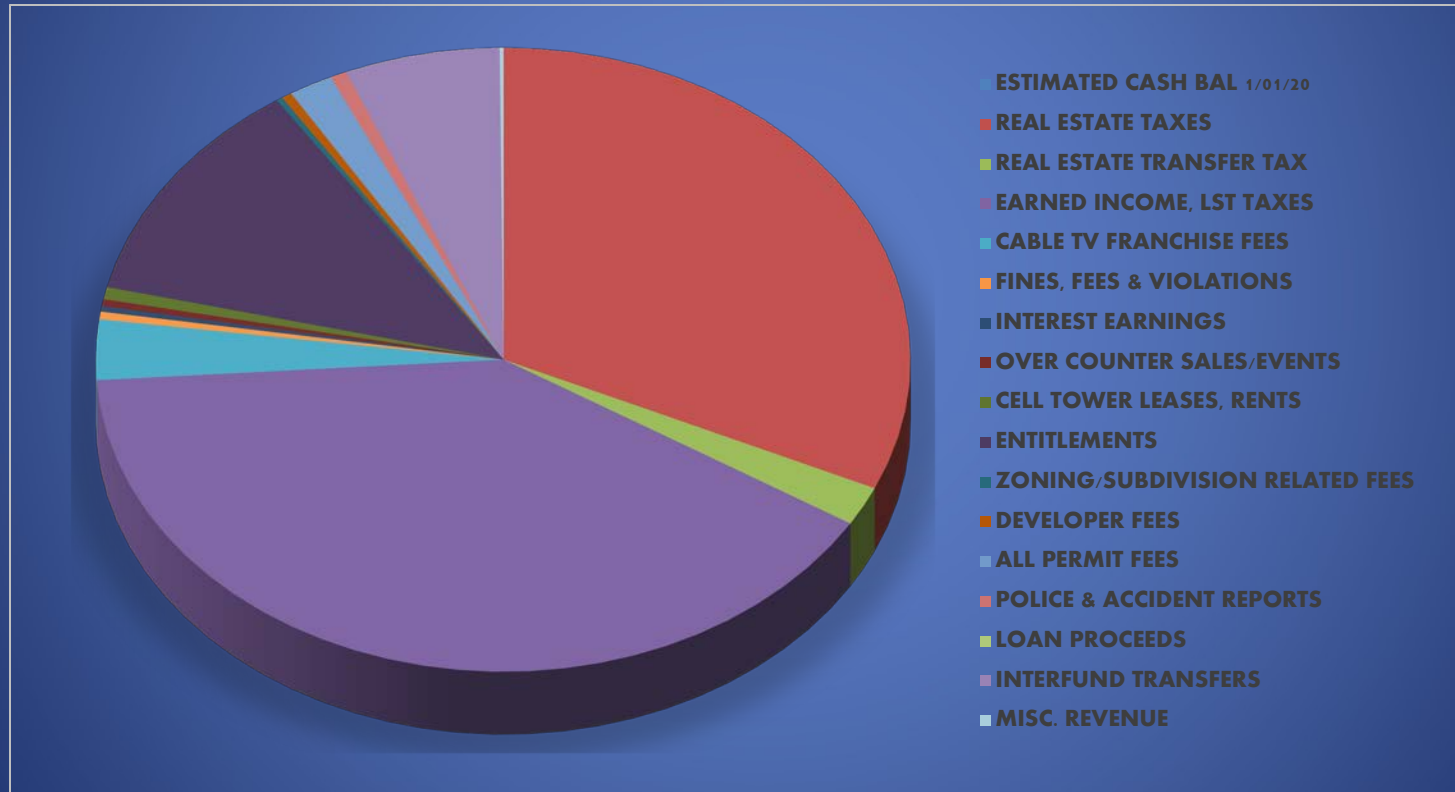
- The impacts of COVID-19 and the corresponding economic downturn affects a large majority of Revenue sources, beyond just Real Estate and Earned Income and Transfer Taxes
- Most revenue sources have been significantly reduced, based on historic revenues, Year-to-Date collections and consultant recommendations

Key Revenue Sources



- Real Estate Tax
 - Slight increases due to recent development.
- Earned Income, LST Taxes
 - EIT collections normally increase gradually, but COVID-19 impacts are ongoing.
- Permit Fees
 - Reduced due to COVID-19 impacts.

Revenue Sources

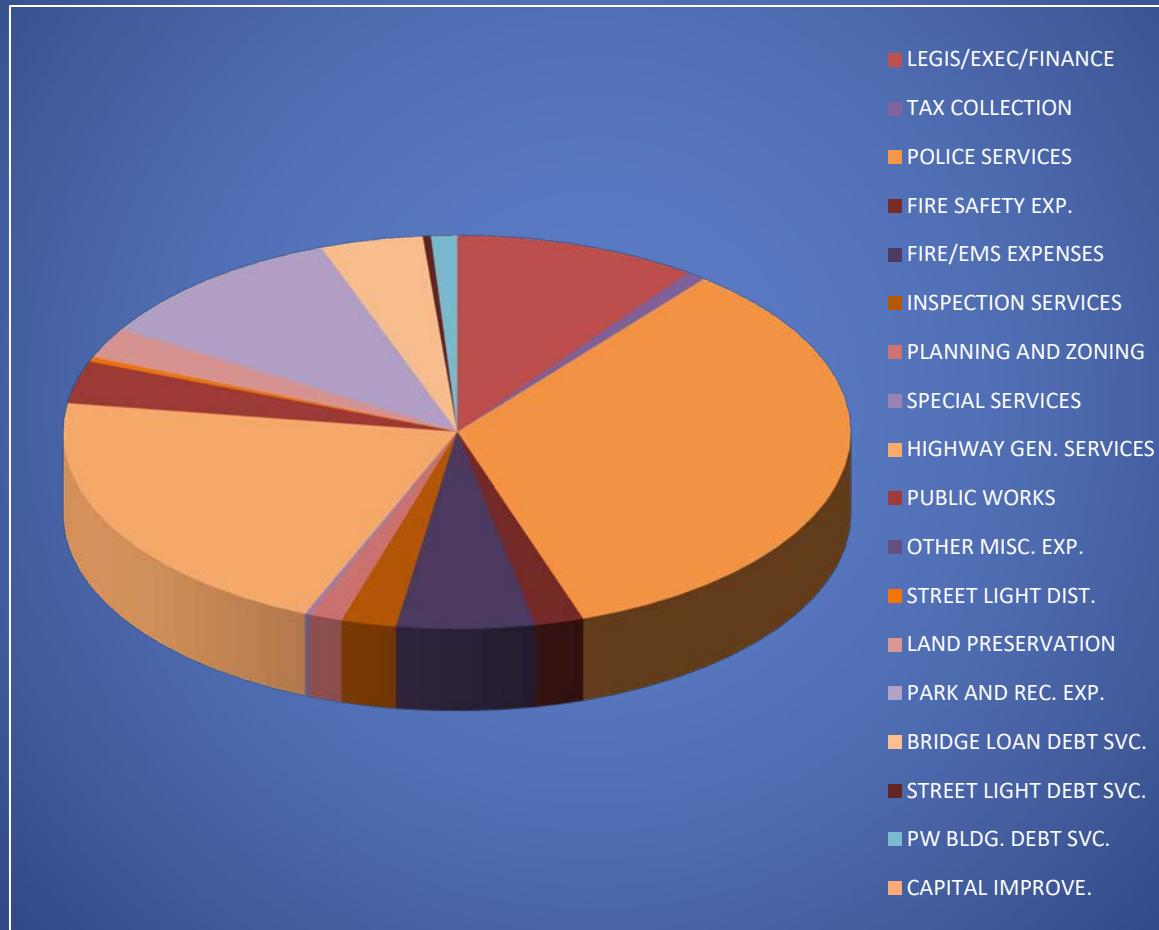


Increase in Expenses



- Contractual Obligations
 - 3.50% Payroll increase for Police and Non-Uniform Staff
- Other Increasing Costs
 - Road paving materials
 - Fuels and Oils
 - Increases in number of federal and state unfunded mandates
 - Stormwater Management costs continue to skyrocket

Expenditures



Capital Expenditures Highlights

- One new Police vehicle
- Computer upgrades through all Departments
- One 1-Ton Pick Up Truck with Plow, Salt Spreader and Liftgate

Capital Expenditures Highlights

- \$100,000 for repairs to culverts damaged by TS Isaias
- \$5,000 for our share of the DART West bus along Business Route 202 up to County Line Road and back to Del Val University

Park and Recreation

- New Britain Township continues to improve its Park System through capital improvements and working with developers to enhance facilities
- Presently, New Britain Township owns and maintains over 265 acres of active and passive recreational parkland
- The Township is working on bringing forward premier facilities at Cotton Park on Schoolhouse Road

Capital Expenditures Highlights

- Construction of Phase I of the Neshaminy Greenway Trail development should be completed shortly, before year's end.
- Design and construction of Phase II, the Coleman Section, will be accomplished partially through a \$225,000 DCNR Grant, In-Kind labor and materials and cash match of \$52,637.

Capital Expenditures Highlights

- North Branch Park will receive a new Play Structure and refurbished backstops on all ballfields
- Maintenance and upkeep of the entire Park System is also budgeted
- Installation of a Dog Park is in the planning phase

Debt Service

- The Township took advantage of low interest rates and restructured all existing Debt in 2020
- Total Debt Service for 2021 is \$447,000: Principle of \$347,000; Interest of \$99,000

Debt Service

- Series 2005 Debt (Public Works Building), held by DVRFA, matures in 2025 and has variable interest averaging at 3.6% to 4.0% and cannot be pre-paid.
- 2017 Lease Debt (Streetlights), held by Univest Bank, matures in 2024, is fixed at 2.3% and cannot be pre-paid.

Debt Service

- Series 2020 Debt (Cap. Infrastructure), held by JP Morgan Chase, matures in 2032, is fixed for 13 years at 1.27%.
- Once the Series 2005 Debt and the 2017 Lease Debt mature, the Township should consider another restructuring.

Interfund Transfers

- \$114,500 will be transferred from Land Preservation Fund to Park and Recreation Fund for maintenance and development of parks and open space
- \$21,287 will be transferred from Street Light Fund to Street Light debt service for the District portion of the debt service on the LED upgrade

Land Preservation

- To date, New Britain Township has preserved over 1,000 acres
- Total conserved acreage throughout the Township (publicly, privately, through development, etc.) is 2,500+ acres
- The Township has over \$2,000,000 for Open Space acquisition in a dedicated fund

Land Preservation

- There are over 200 acres listed in our Open Space Plan (2008 Supplement) as “Priority Land Preservation Sites” that the Township continues to actively pursue
- The Township also looks for opportunities to piece together important parcels in significant areas that may not be listed in our Open Space Plan

Land Preservation

- Dedicated real estate millage for land preservation was discontinued in 2011 and is not part of this 2021 Budget
- Through a voter referendum in 2000, the Township instituted a 0.125% Earned Income Tax dedicated to Open Space Acquisition. For 2021, a tax rate of 0.025% OS EIT will garner approximately \$450,000

2021 Proposed Millage

- One Mill will generate about \$179,612
- Total Tax Mills 13.0625
- Average Assessment \$35,143
- Average NBT Tax Bill \$459.00

Millage Breakdown

2021 Proposed EIT Tax

- Tax of 1.00% of Earned Income for General Purposes (0.5% to Township; 0.5% to CBSD).
- Tax of 0.025% dedicated for Open Space Land Acquisition for Fiscal Year 2021
- This is no change from 2020 EIT taxes

2021 Budget

The 2021 Preliminary Budget is available for public inspection at the Township Building

Final Passage of the 2021 Budget is scheduled for Monday, December 7 at 7:00 p.m.

INTERMUNICIPAL POLICE SERVICES AGREEMENT

This **INTERMUNICIPAL POLICE SERVICES AGREEMENT** (“Agreement”) is effective as of the ____ of _____, 2020, by and between **MONTGOMERY TOWNSHIP**, a Township of the Second Class located in Montgomery County, Pennsylvania with offices at 1001 Stump Rd., Montgomeryville, PA 18936 (“Montgomery”), **WARRINGTON TOWNSHIP**, a Township of the Second Class located in Bucks County, Pennsylvania with offices at 852 Easton Rd., Warrington, PA 18976 (“Warrington”), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, located in Bucks County, Pennsylvania with offices at 207 Park Avenue, Chalfont, Pa 18914 (“New Britain”) (collectively, the “Parties” or “Townships”).

BACKGROUND

WHEREAS, pursuant to the terms, conditions, and provisions in this Agreement, Montgomery Township, Montgomery County, and Warrington Township and New Britain Township, Bucks County, wish to enter into an intergovernmental agreement to authorize concurrent jurisdiction for the police departments of each Township and authorize police officers from each Township to make summary arrests and on-view arrests and provide mutual aid up to 500 feet within each Township on shared, mutual borders along County Line Road in Bucks County and Montgomery County; and

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, et seq. requires all intergovernmental agreements to be approved by ordinance or resolution; and

WHEREAS, pursuant to the Pennsylvania Second Class Township Code, 53 P.S. §66903 and §66904, each of the Townships are authorized to secure and or provide contracts with any municipal corporation for police services in the Township; and

WHEREAS, each of the Townships deem that this Agreement for mutual, shared police service and mutual aid is necessary for the protection of the health, safety and welfare of its residents; and

WHEREAS, the participating Townships shall form a Task Force to monitor for traffic violations along County Line Road pursuant to the terms of this Agreement; and

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained in this Agreement, the parties, their respective successors and assigns, hereby agree as follows:

TERMS AND CONDITIONS

I. COMMAND AUTHORITY

1. The purpose of this Agreement is to provide mutual police aid across jurisdictional lines along County Line Road in three Townships to enable police to more effectively enforce the provisions of traffic statutes, thereby preserving the health, safety and welfare of persons in the other signatory municipalities.

2. The Task Force shall be known as the County Line Road Traffic Task Force (the “Task Force”).
3. The Police Officers in each Township participating in the Task Force shall be added as members to the Task Force and will be approved to monitor traffic violations, or other criminal violations that may happen to occur during such monitoring times, along County Line Road in their respective Township.
4. Officers from each Township that is a party in this Agreement are authorized to make summary arrests and on-view arrests up to 500 feet within each Township on shared mutual borders along County Line Road in Bucks County and Montgomery County.
5. If an incident occurs where charges could be brought or citations could be issued in more than one jurisdiction, the arresting or citing officer and such officer’s department will coordinate with the other involved jurisdictions’s departments and District Attorney’s Offices in order to prosecute the case in the jurisdiction most appropriate.
6. The Parties and their personnel acknowledge that financial and civil liability for the acts and omissions of each employee remains vested with the employee’s employing agency. Liability for any negligent or willful acts of any employee undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and their employing agency. The Parties agree to notify each other of any claim or lawsuit arising out of an activity conducted pursuant to this Agreement. Nothing in this paragraph shall prevent any Township affected by any claim or lawsuit from conducting an independent administrative review of any matter giving rise to the claim or lawsuit. The Parties agree to cooperate fully with one another in the event of an administrative review or official investigation arising from alleged negligence or misconduct arising out of activity conducted pursuant to this Agreement. Nothing in this paragraph shall be construed as supplanting any applicable statute, rule, or regulation. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes and all immunities from liabilities enjoyed by the Parties within its boundaries shall extend to its participation in police service outside of its boundaries.
7. Each Township hereby releases the other from liability for damages to its property caused by the other Townships’ employees when serving pursuant to this Agreement. The Parties shall be self-insured or carry sufficient liability insurance to protect themselves from any liability assumed by this paragraph.
8. Responsibility for the conduct of a Township’s police personnel, both personally and professionally, shall remain with their respective Township head, and each Township shall be responsible for the actions of its respective employees.
9. Because personnel from each Township are not employees of the other municipalities, the substantive and procedural rights of such personnel regarding employment-related grievances or discipline are governed solely by the contracts, rules and regulations existing

between the individual Township's personnel and their respective departments. Personnel related benefits, including but not limited to Workers' Compensation, shall be the sole responsibility of the Township which employs the employee during Task Force operations. Personnel with complaints, suggestions, comments or concerns should refer the matter to their employing agency for processing pursuant to that Township's reporting procedures or grievance process. If the matter involves the conduct of employees of another Township, the Police Chief of such other Township shall be informed of the nature and circumstances of the matter.

10. The area served by this Task Force in each of the Townships shall be more fully described below ("Task Force Area"):
 - i. the area within the jurisdictional limits of Montgomery Township as more fully shown on Exhibit A attached hereto; and
 - ii. the area within the jurisdictional limits of Warrington Township as more fully shown on Exhibit B attached hereto; and
 - iii. the area within the jurisdictional limits of New Britain Township as more fully shown as Exhibit C attached hereto.

II. TERM OF AGREEMENT

1. The Parties hereto agree to bind themselves to the terms of this Agreement. This Agreement shall only become effective upon approval, as evidenced below, by the authorized officials of the respective Parties and shall continue in full force and effect until terminated by any party hereto.
2. The duration of this Agreement shall be indefinite, subject to termination as provided in this Agreement.
3. If any Township wishes to terminate its participation in this Agreement, it must do so in writing of its intent to withdraw at least thirty (30) days prior to the desired date of termination. Upon termination, either for cause or by election of the Parties, no mutual aid shall be provided thereafter unless a separate agreement is executed.

III. EXPENSES

Each Township shall be responsible for all expenses incurred by reason of action taken by its respective police officers and police departments pursuant to this Agreement with the assistance of funds supplied by the Pennsylvania Office of Attorney General or other sources or grants, if available. Such expenses include, but are not limited to, salaries, overtime pay, retirement, expenses, disability and all other employment-related benefits incident to their employment with their respective Township police department. If necessary, the Parties will enter into a separate

agreement that delineates any costs, fees, reimbursements, or assessments for services provided by the Task Force, but any costs or expenses directly incurred by a particular Township while participating in the Task Force shall be claimed by and payable to the Township incurring such costs or expense.

IV. MISCELLANEOUS

1. Background. The Background recitals referenced at the beginning of this Agreement are incorporated into this Agreement by reference as if fully set forth at length.
2. Assignment. This Agreement shall not be assignable by any party to this Agreement except upon the written consent of all Parties hereto, which consent shall not be unreasonably withheld.
3. Modification. This Agreement may be modified, amended or supplemented only by the written agreement of all the Parties hereto.
4. Mutual Cooperation. Montgomery Township, Warrington Township, and New Britain Township, by and through their respective governing bodies, agree to execute all documents and to take all action necessary to effectuate the terms and conditions of this Agreement.
5. Captions. The captions in this Agreement are for convenience only and are not part of the Agreement. The captions do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.
6. Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and there are no collateral or oral agreements or understandings.
7. Severability. In the event any provision hereof is held illegal or invalid, no other provision of this Agreement shall be affected and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.
8. Notices. All notices, communications required to be given in writing under this Agreement shall be sent by certified United States mail, postage prepaid, by email communication with acknowledgement of such email received, or delivered by hand delivery with receipt obtained, to the addresses below or at other such addresses as Montgomery Township, Warrington Township and New Britain Township may designate in writing from time to time:

Montgomery Township

Attention: Manager
1001 Stump Rd.
Montgomeryville, PA 18936

Warrington Township
Attention: Manager
852 Easton Rd.
Warrington, PA 18976

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

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement. Each counterpart Agreement that is signed by a party shall indicate the date that the counterpart was approved and signed.
10. Execution. Each Township has executed this Agreement after this Agreement was approved by its respective governing body after a properly advertised public meeting.
11. No Superseding Standard of Care, Duty or Conduct. Nothing in this Agreement or any policy, procedure, practice, protocol or guideline resulting therefrom is intended to alter or affect or does alter or affect any standard of care, standard of conduct, lawful authority to search, seizure or arrest as may be otherwise authorized by the Constitution of the United States, Pennsylvania Constitution, any applicable federal or Commonwealth law, or any policy or procedure of the police departments subject to this Agreement.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto, being authorized to do so, set their hand and seals below, as of the date written.

MONTGOMERY TOWNSHIP

Attest/
Witness: _____
Carolyn McCreary, Secretary

By: _____
Tanya C. Bamford, Chair

WARRINGTON TOWNSHIP

Attest/
Witness: _____
, Secretary

By: _____
Fred R. Gaines, Chair

NEW BRITAIN TOWNSHIP

Attest/
Witness: _____
Eileen M. Bradley, Secretary

By: _____
William B. Jones, Chair

Jurisdictional Limits of Montgomery Township
Exhibit A

Jurisdictional Limits of Warrington Township
Exhibit B

Jurisdictional Limits of New Britain Township
Exhibit C

Consent Agenda Items for the Next Meeting (11/02/20)

1. Allen and Gay Tate of 2 Naomi Lane have executed a Professional Services Agreement for a lot line change to their properties and that of Matthew Mannherz of 1 Naomi Lane, with corresponding legal and engineering escrow of \$2,500.00.
2. Matthew Soncini has executed the following documents for construction of a single-family home at 161 S. Limekiln Pike: Stormwater Facilities Operation and Maintenance Agreement with Maintenance Guarantee Fee of \$1,075.00; Sewage System Operation and Maintenance Agreement.
3. Provco Pinegood Chalfont, LLC has executed Certificate of Completion #6 for the W. Butler Avenue Wawa Project for release of financial security of \$46,424.70, leaving \$347,947.79 remaining.
4. Joseph Pileggi has executed a Professional Services Agreement for the property at 122 Upper State Road, TMP #26-005-047-001 and #26-005-047-002, with corresponding legal and engineering escrow of \$5,000.00.
5. Melvin and Beverley Kelsey have executed a Professional Services Agreement for construction of an addition at 22 Farber Drive, TMP #26-021-096, with corresponding legal and engineering escrow of \$5,000.00.
6. Joseph G. Murphy has executed a Stormwater Facilities Operation and Maintenance Agreement for the property at 11 Keller Road, TMP #26-004-034-004, with corresponding permanent BMP Maintenance Fee of \$388.00.

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2020, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and Matthew Mannherz of 1 Naomi Lane, Chalfont, PA 18914 and Allen and Gay F. Tate, III of 2 Naomi Lane, Chalfont, PA 18914 (hereafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-010-009, located at 1 Naomi Lane and Tax Map Parcel No. 26-010-010, located at 2 Naomi Lane and

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

4. The Developer hereby agrees to deposit with the Township the sum of **\$2,500 Dollars (\$2,500.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its

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

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

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

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

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

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

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

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

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if

the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

Eileen Bradley, Township Manager

By:

(Applicant - Print Name)

(Applicant -
Signature(s))

By:

(Applicant - Print Name)

(Applicant -
Signature(s))

Prepared By: H. Peter Nelson, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

TMP # 26-005-057

**NEW BRITAIN TOWNSHIP
SEWAGE SYSTEM OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2020, by ***MATTHEW SONCINI***, of 10 Cherokee Road, New Britain, PA 18901 (hereinafter referred to as “***Owner***”), and ***NEW BRITAIN TOWNSHIP***, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “***Township***”).

WITNESSETH

WHEREAS, Owner is the owner of a tract of land consisting of approximately 1.071 acres located at 161 Limekiln Pike in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-005-057 (hereinafter referred to as the “***Property***”); and

WHEREAS, Owner has submitted zoning permit plans to the Township for the construction of a single-family detached dwelling, an on-lot septic system and well, a detached garage and driveway, and a swimming pool on the Property; said plans entitled Site Plan, prepared by R.L. Showalter & Associates, Inc., consisting of four (4) sheets, dated March 18, 2019; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “***Plan***”); and

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

WHEREAS, Owner has proposed the construction of an individual on-lot septic system to service the Property, specifically an Eco-flo Coco Biofilter alternate on-lot septic system (hereinafter the “***System***”), as set forth on the above-described Plan, in accordance with the requirements of the Pennsylvania Department of Environmental Protection, the Bucks County Department of Health, and New Britain Township; and

WHEREAS, the System shall include items such as Building Sewers, Septic Tanks, Aerobic Treatment Tanks, Storage Tanks, Filtration Equipment, Pumps, Piping, Drip Tubing

Controls, Wiring, Conduits and all necessary and appurtenant air, telephone, and electrical power supplies, that require routine and scheduled maintenance to ensure proper operation; and

WHEREAS, the System requires routine and scheduled operation and maintenance upon the Property; and

WHEREAS, the Township is willing to allow the installation of the System upon the Property provided that Owner agrees to operate and maintain the System upon certain terms and conditions as set forth by the rules and regulations of the Township and more particularly set forth herein; and

WHEREAS, the Township and Owner desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid System to ensure the orderly operation and maintenance of the System.

NOW THEREFORE, for and in consideration of the covenants contained herein, the parties do agree as follows:

1. Owner shall receive and provide Township, prior to installation, a copy of an installation permit from the Township Sewage Enforcement Officer or Local Agency in accordance with the requirements of the Department of Environmental Protection (hereinafter "**DEP**"), and shall at all times be in compliance with 25 Pa. Code 73.53, as amended, for seepage bed systems and all other applicable requirements.

2. Owner shall retain an installation contractor trained and authorized by the System Manufacturer to install the System.

3. Owner shall annually renew, for the life of the System, and shall annually provide to the Township a copy of a System maintenance contract with an authorized Maintenance Contractor (herein after the "**Maintenance Contractor**"). The Maintenance Contractor shall be a private independent contractor who has been given special training by the original equipment manufacturer and is authorized by the manufacturer to service the equipment, and is approved by the Township to provide such services with the borders of the Township.

4. Prior to initial start-up of the System or within one (1) month of occupancy of the dwelling or within one (1) month of transfer of the Property to a new owner, the current Owner of the Property shall meet with the Maintenance Contractor and review the operation and maintenance of the System, and the Maintenance Contractor shall provide Owner with the following:

- a. Detailed verbal and written operation and maintenance instructions.
- b. A detailed drawing showing the location, size, material type, and depth of all components of the System. A copy of the detailed drawing shall also be sent to the Township.

- c. A complete review of the System indicating the location of all buried components of the System including provision of a caution notice regarding the disturbance near and within the absorption area that would cause damage to the System, such as excavation for trees or fencing.
- d. A complete explanation of the System's automatic alarm system, if any, and who to contact in the event the alarm would be activated.

5. After the first (1st) and third (3rd) month of operation of the System, and annually thereafter, or more frequently if the manufacturer of any component parts (such as aerobic treatment units) recommends more frequent servicing, Owner shall have the Maintenance Contractor inspect the System and have the Maintenance Contractor provide Owner and the Township with copies of a report signed by the Maintenance Contractor certifying that the System is operating in accordance with the permit. The inspection and maintenance program will include, at a minimum, the manufacturers' recommended services and inspections for each separate component of the System. The Maintenance Contractor's report shall include the average daily flow from water meter readings, if available. The report shall also indicate resolution of any deficiencies noted in the Maintenance Contractor's inspection or in any service or alarm call during the past year. If a revision or modification is made to the System, an amended and revised drawing detailing the revision or modification, shall be provided to Owner and the Township. Owner is responsible for obtaining a permit from the Township's Sewage Enforcement Officer or Local Agency, if required, for any revision or modification to the System.

6. If an inspection indicates the need for repair, replacement, and/or additional maintenance that is not covered under the maintenance contract, Owner agrees to have the Maintenance Contractor or another individual authorized by the equipment manufacturer and approved by Township perform the required repair, replacement, and/or additional maintenance. Owner further agrees to pay all costs of such repair, replacement, and/or additional maintenance.

7. The inspection and maintenance program will also include the removal of septage or other solids from treatment tanks once every three (3) years, or whenever an inspection reveals solids or scum in excess of one third (1/3) of the liquid depth of the tank, or more frequently if recommended by the manufacturer of any of the component parts of the System. The septage pumper/hauler must be licensed by DEP and approved by the Township to provide such services within the borders of the Township. A copy of the receipt for the pumping and inspection shall be sent to the Township within thirty (30) days after each third (3rd) anniversary of the permit date, or whenever the System is inspected or pumped. If a garbage disposal (grinder) is connected to the system, the system shall be pumped out once a year.

8. Owner shall provide an adequate supply of electrical power with the proper phase, frequency, and voltage as recommended by the equipment manufacturers of the various components of the System.

9. Owner shall provide and maintain access to an active telephone service for the automatic alarm system.

10. Owner agrees to use water conservation devices (such as low flow toilets, showerheads, dishwashers, and front-loading clothes washers) and to promptly repair any leaking plumbing fixtures.

11. The ground in the vicinity of the Systems shall be graded, contoured, and maintained so as to divert storm water from the System, in compliance with 25 Pa. Code, Chapter 73. Owner also agrees to protect the System as a whole, and the absorption area in particular, from vehicular traffic, and to protect the absorption area and System components from stormwater runoff from gutters and downspouts, driveways, swales, and sump pump discharges. Owner agrees not to plant trees or shrubs in the absorption area or to otherwise excavate or damage the absorption area or any components of the System.

12. Owner agrees not to build or install any component of the System within ten (10) feet of a property boundary.

13. Owner agrees not to introduce into the System harmful chemicals (oils and grease, gasoline, antifreeze, pesticides, paints and thinners, industrial soaps and detergents, harsh drain and toilet bowl cleaners, etc.) and clogging bulky items (sanitary napkins, diapers, paper towels, cigarette filters, cat litter, plastics, egg shells, bones, coffee grounds, etc.) Owner also agrees to minimize garbage disposal use and to limit such use to ordinary kitchen waste.

14. Owner hereby grants permission to the Township, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times, through the easement described in Paragraph 15, to inspect the entire System whenever the Township deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the System. When inspections are conducted, the Township shall give Owner copies of any inspection report which may have been prepared, with findings and evaluations. Maintenance inspections shall be performed at the discretion of the Township. All reasonable costs for said inspections shall be borne by Owner and payable to the Township.

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

16. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, even if Owner is not immediately available, without notification or identification, to inspect the System and to perform any necessary maintenance and repairs to the System, if the health, safety or welfare of

the public is at jeopardy. Under such circumstances, the Township shall notify Owner of any inspection, maintenance or repair undertaken within five days of the activity. Owner shall reimburse the Township for its costs.

17. During any period of time when the System is inoperable and/or incapable of treating the discharge effluent in compliance with DEP standards, Owner shall arrange for the disposition of all effluent by a certified and licensed sewage disposal facility. Owner shall provide the Township with a signed agreement with the hauler providing for such removal. Owner shall continue hauling such effluent until such time as the System has been properly repaired and/or replaced as certified by DEP or the Bucks County Department of Health. In the event that the System is inoperable or incapable of treating this discharge effluent for a period in excess of sixty (60) days, Owner shall be required to vacate said Property until the System has been replaced or repaired, and any and all occupancy permits issued by the Township for said Property shall be deemed to be revoked.

18. Owner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the System. In the event Owner fails to fulfill such responsibility or guarantee or fails to reimburse the Township for any present and future costs regarding the inspection, operation, performance, maintenance, repair, and replacement of the System, the Township may institute civil suits against Owner or file a lien against the Property for all such costs incurred by the Township, including reasonable attorney's fees, in accordance with the Municipal Lien Law. It is expressly understood and agreed that New Britain Township has no obligation to repair, replace, or maintain the System

19. Owner releases, holds harmless, and indemnifies, for himself and his heirs, grantees, successors and assigns, the Township, its officers, engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demands for money or damages whatsoever, arising out of or related in any way to the construction, presence, existence, operation, repair, replacement, maintenance, or inspection of the System; the grant of this Agreement; Owner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Owner warrants and shall forever defend against any such claims. Owner further agrees that he, his heirs, grantees, successors and assigns will reimburse the Township for any expenses which the Township, its officers, engineer, solicitor, and all other agents, servants, or employees have incurred, including legal fees, engineering fees, expert witness fees, and judgments, as a result of claims filed or brought against the Township, its officers, engineer, solicitor, and all other agents, servants, or employees. This Release, however, shall not apply to claims, actions, losses, damages, costs, or liabilities arising out of the intentional negligence and/or willful conduct of the Township, its officers, engineer, solicitor, and all other agents, servants, or employees. In the event such a claim relating to the System is asserted against the Township, its officers, engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Owner, and Owner shall defend, at his own expense, any suit based on such claim. If any judgment or claims against the Township, its officers, engineer, solicitor, and all other agents, servants, or employees, shall be allowed, Owner shall pay all costs and expenses in connection therewith.

20. It is expressly understood and agreed that nothing contained herein shall be construed to waive or affect or alter any requirements of the Zoning, Building, and Subdivision and Land Development Ordinances, or any other Ordinances of the Township and nothing contained herein empowers any Township officer or employee to waive any requirements of such Ordinances. Moreover, it is expressly understood and agreed that Owner shall comply with all New Britain Township Ordinances when installing, constructing, operating, maintaining, and/or repairing the System and/or any part thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

30. The provisions of this Agreement shall be severable. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only such provision shall be illegal,

invalid, unenforceable, unconstitutional, or void and the remainder of this Agreement shall remain valid and binding and be in full force and effect.

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

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

OWNER: *SONCINI*

Witness

By: _____
Name: Matthew Soncini

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 2020, at an official public meeting of the Township with a quorum present and voting, with the proper officers of the Township being directed to execute this Agreement and the Township Secretary or Assistant Secretary, being directed to note this action upon the minutes of said meeting.

TOWNSHIP: **NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Name: William B. Jones, III
Title: Chairman

ATTEST:

Eileen Bradley, Secretary

**NEW BRITAIN TOWNSHIP
SEWAGE SYSTEM OPERATION AND MAINTENANCE AGREEMENT
Soncini
(Acknowledgments)**

BY OWNER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____ :

On this _____ day of _____, 2020, before me a Notary Public, personally appeared **MATTHEW SONCINI**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this _____ day of _____, 2020, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

_____(SEAL)
Notary Public

Prepared By: H. Peter Nelson, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

TMP # 26-005-057

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2020, by ***MATTHEW SONCINI***, of 10 Cherokee Road, New Britain, PA 18901 (hereinafter referred to as “***Landowner***”), and ***NEW BRITAIN TOWNSHIP***, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “***Township***”).

WITNESSETH

WHEREAS, Landowner is the owner of a tract of land consisting of approximately 1.071 acres located at 161 Limekiln Pike in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-005-057 (hereinafter referred to as the “***Property***”); and

WHEREAS, Landowner has submitted zoning permit plans to the Township for the construction of a single-family detached dwelling, an on-lot septic system and well, a detached garage and driveway, and a swimming pool on the Property; said plans entitled Site Plan, prepared by R.L. Showalter & Associates, Inc., consisting of four (4) sheets, dated March 18, 2019; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “***Plan***”); and

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

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

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

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

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

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and

retention basins, BMP's, stormwater piping systems, headwalls, inlet and outlet structures, plantings, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner agrees to the following:

- a. Landowner shall regularly perform all inspection and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper functioning of the Facilities.
 - b. Landowner shall not alter the area of the Stormwater Management Facilities in a manner which would cause the facilities to differ from what is shown on the Plan without written approval of the Township.
 - c. Landowner shall remove debris and silt from the Stormwater Management Facilities to ensure that the Facilities remain in good working order.
 - d. Landowner shall make all repairs necessary to ensure the continued proper operation of the Stormwater Management Facilities.
6. All Stormwater Management Facilities or erosion and sedimentation control facilities that have been damaged or fail to function properly, for any reason, shall be stabilized and reconstructed by Landowner to approved design grades and specifications as shown on the Plan and approved by the Township.
7. All open swale/drainage easements and drainage, detention, and/or retention basin easements shown on the Plan shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All these easements shall be kept free of all obstructions, including but not limited to, fill, temporary or permanent structures, and plants (other than what is approved on the Plan).
8. Whenever sedimentation is caused by stripping vegetation, grading, or other earth moving activities on the Property, it shall be the responsibility of Landowner to remove the sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to correct and repair any damage caused by such sedimentation at his sole expense.
9. For all Stormwater Management Facilities approved for the Property which include underground stormwater retention, detention or disbursement structures, Landowner hereby agrees to retain a reputable service company to inspect these stormwater structures on an annual basis and, if required, clean such structures by removing any debris or other material from them. The material removed must be disposed of at a DEP-permitted landfill or some other facility approved by DEP for the handling of such material. Landowner is specifically prohibited from flushing any debris or other material out of the stormwater structures.

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

11. Landowner hereby grants permission to the Township, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times, through the easement described in Paragraph 12, to inspect the Stormwater Management Facilities whenever the Township deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including BMPs, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Township shall give Landowner copies of any inspection report which may have been prepared, with findings and evaluations. Maintenance inspections shall be performed at the discretion of the Township. All reasonable costs for said inspections shall be borne by Landowner and payable to the Township.

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

13. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, even if Landowner is not immediately available, without notification or identification, to inspect the Stormwater Management Facilities and to perform any necessary maintenance and repairs to the Facilities, if the health, safety or welfare of the public is at jeopardy. Under such circumstances, the Township shall notify Landowner of any inspection, maintenance or repair undertaken within five days of the activity. Landowner shall reimburse the Township for its costs.

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Maintenance Guarantee Fee of One Thousand Seven-Five Dollars (\$1,075.00) to provide a financial guarantee for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities by Landowner (hereinafter referred to as the "Fee"). Furthermore, Landowner is obligated to pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work. Landowner shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event

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

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

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

16. Landowner releases the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities on the Property; the grant of this Agreement; Landowner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowner warrants and shall forever defend against any such claims. This Release, however, shall not apply to claims, actions, losses, damages, costs, or liabilities arising out of the intentional negligence and/or willful conduct of the Township, its engineer, solicitor, and all other agents, servants, or employees. In the event such a claim relating to the Facilities is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Landowner, and Landowner shall defend, at his own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be allowed, Landowner shall pay all costs and expenses in connection therewith.

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

action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement and to enjoin the violation, ex parte as necessary, by temporary or permanent injunction. The Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDOWNER: *SONCINI*

Witness

By: _____
Name: Matthew Soncini

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 2020, at an official public meeting of the Township with a quorum present and voting, with the proper officers of the Township being directed to execute this Agreement and the Township Secretary or Assistant Secretary, being directed to note this action upon the minutes of said meeting.

TOWNSHIP: **NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Name: William B. Jones, III
Title: Chairman

ATTEST:

Eileen Bradley, Secretary

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

BY LANDOWNER

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

On this _____ day of _____, 2020, before me a Notary Public, personally appeared **MATTHEW SONCINI**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY TOWNSHIP

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

On this _____ day of _____, 2020, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

_____(SEAL)
Notary Public



October 26, 2020

File No. 17-11069

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

Reference: Provco Pinegood Chalfont, LLC., Escrow Release #6
525/527 West Butler Avenue, TMP #'s: 26-006-101-004/005/006

Dear Eileen:

We have generated Escrow Release #6 associated with the above-referenced project. A representative from our office performed a site observation of the completed improvements. We have prepared Certificate of Completion #6 in the amount of \$46,424.70 for execution of an officer of Provco Pinegood Chalfont, LLC, which has been signed and can be considered at the Board of Supervisors' next public meeting.

We recommend the release of the funds as delineated on the attached breakdown and which equal Forty-Six Thousand Four Hundred Twenty-Four Dollars and Seventy Cents (\$46,424.70) to Provco Pinegood, Chalfont LLC. The total escrow remaining for the project is \$347,947.79.

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

Sincerely,

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

JM/tw/sl

Enclosures: as referenced

cc: Michael Walsh, Executive Assistant
Kelsey Harris, Zoning Officer
Peter Nelson, Esquire, Grim, Biehn & Thatcher
Richard Rycharski, PH&C, LLC
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.
Jerry O'Donnell, Gilmore & Associates, Inc.



**CERTIFICATE OF COMPLETION NO. 6
PROVCO PINEGOOD CHALFONT, LLC
NEW BRITAIN TOWNSHIP**

Original Financial Security: \$ 642,067.44 (Total Construction)
 \$ 64,206.74 (Total Contingency)
 \$ 64,206.74 (Total Eng/Insp/Legal)
 \$ 770,480.92 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Provco Pinegood Chalfont, LLC. Dated March 16, 2020, relative to the construction and installation of certain improvements to the Wawa in Chalfont site have been completed to the extent of Forty-Six Thousand Four Hundred Twenty-Four Dollars and Seventy Cents (\$46,424.70). This certificate authorizes the Financial Security be reduced to the extent of **\$46,424.70** held by Firstrust Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Provco Pinegood Chalfont, LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Provco Pinegood Chalfont, LLC may have an interest. It is payable in an amount not to exceed \$46,424.70 to Provco Pinegood Chalfont, LLC or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security: \$ 770,480.92
Amount of Previous Releases: \$ 376,108.43
Amount of this Request: \$ 46,424.70
Amount of Construction Available: \$ 172,586.19
Total Escrow Remaining: \$ 347,947.79

NEW BRITAIN TOWNSHIP ENGINEER:

DESIGNATED DRAFT RECIPIENT:

 10/23/2020
Date
Janene Marchand, P.E.
Gilmore & Associates, Inc
Township Engineers

Name (print) Rich Rycharski
Title Construction Manager
Signature 

NEW BRITAIN TOWNSHIP MANAGER:

Eileen Bradley, Township Manager



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 51,583.00
PROJECT NO.:	17-11069	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74	RETAINAGE THIS RELEASE:	\$ 5,158.30
PROJECT OWNER:	Provco Pinegood Chalfont, LLC	TOTAL ENG/INSP/LEGAL:	\$ 64,206.74	AMOUNT OF THIS RELEASE:	\$ 46,424.70
		TOTAL ESCROW POSTED:	\$770,480.92		
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$ 422,533.13
ESCROW AGENT:	Firsttrust Bank			TOTAL ESCROW REMAINING:	\$ 347,947.79
TYPE OF SECURITY:	Letter of Credit			TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74
AGREEMENT DATE:	March 16, 2020	RELEASE NO.:	6	TOTAL ENG/INSP/LGL:	\$ 64,206.74
		RELEASE DATE:	October 23, 2020	TOTAL RETAINAGE TO DATE:	\$ 46,948.13
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 172,586.19

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 6
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
I. CLEARING											
1. Remove Trees	LS	1	\$10,000.00	\$10,000.00			1	\$10,000.00			
2. Remove Building	LS	1	\$20,000.00	\$20,000.00			1	\$20,000.00			
3. Remove Pavement	SY	2,508	\$3.00	\$7,524.00			2508	\$7,524.00			
4. Remove Concrete	SF	1,130	\$0.75	\$847.50			1130	\$847.50			
5. Well Removal	EA	2	\$500.00	\$1,000.00			2	\$1,000.00			
II. EROSION & SEDIMENT CONTROLS											
1. Construction Entrance	EA	2	\$3,500.00	\$7,000.00			2	\$7,000.00			
2. 12" Silt Soxx	LF	1,163	\$4.25	\$4,942.75			1163	\$4,942.75			
3. 18" Silt Soxx	LF	348	\$7.50	\$2,610.00			348	\$2,610.00			
4. 32" Silt Soxx	LF	425	\$11.33	\$4,815.25			425	\$4,815.25			
5. Tree Protection Fence	LF	564	\$2.25	\$1,269.00			564	\$1,269.00			
6. Stabilize Topsoil Stockpile	LS	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
7. Erosion Control Matting - SC150	SF	23,549	\$0.21	\$4,945.29					23549	\$4,945.29	
8. Inlet Capping	EA	10	\$150.00	\$1,500.00			10	\$1,500.00			
9. Concrete Washout	EA	1	\$3,500.00	\$3,500.00			1	\$3,500.00			
10. Temporary Seeding	SF	69,696	\$0.03	\$2,090.88					69696	\$2,090.88	
11. Permanent Seeding	SF	69,696	\$0.07	\$4,878.72					69696	\$4,878.72	
12. Topsoil Stockpiling	LS	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
13. Pumped Water Filter Bag	EA	1	\$500.00	\$500.00			1	\$500.00			
14. Dust Control and Street Maintenance	LS	1	\$5,000.00	\$5,000.00			1	\$5,000.00			
15. E&S Maintenance and Removal	LS	1	\$3,000.00	\$3,000.00					1	\$3,000.00	
III. EARTHWORK											
1. Strip Topsoil	CY	3,540	\$2.50	\$8,850.00			3540	\$8,850.00			
2. Respread Topsoil	CY	3,540	\$2.50	\$8,850.00			3540	\$8,850.00			
IV. STORMWATER											
Rain Garden											
1. Excavation	CY	3,945	\$3.00	\$11,835.00			3945	\$11,835.00			
2. Basin Bottom Seeding	SF	2,760	\$0.25	\$690.00					2760	\$690.00	
3. Underdrain (4" Perforated)	LF	86	\$10.00	\$860.00					86	\$860.00	
4. Underdrain (6" Perforated)	LF	156	\$11.00	\$1,716.00			156	\$1,716.00			
5. Outlet Structure (Type M Inlet)	EA	2	\$2,500.00	\$5,000.00			2	\$5,000.00			



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 51,583.00
PROJECT NO.:	17-11069	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74	RETAINAGE THIS RELEASE:	\$ 5,158.30
PROJECT OWNER:	Procco Pinegood Chalfont, LLC	TOTAL ENG/INSP/LEGAL:	\$ 64,206.74	AMOUNT OF THIS RELEASE:	\$ 46,424.70
		TOTAL ESCROW POSTED:	\$770,480.92		
MUNICIPALITY:	New Britain Township			TOTAL ESCROW RELEASED TO DATE:	\$ 422,533.13
ESCROW AGENT:	Firsttrust Bank			TOTAL ESCROW REMAINING:	\$ 347,947.79
TYPE OF SECURITY:	Letter of Credit			TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74
AGREEMENT DATE:	March 16, 2020	RELEASE NO.:	6	TOTAL ENG/INSP/LGL:	\$ 64,206.74
		RELEASE DATE:	October 23, 2020	TOTAL RETAINAGE TO DATE:	\$ 46,948.13
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 172,586.19

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 6
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
V. STORMWATER AND STORM SEWER											
1. 4" HDPE	LF	109	\$ 10.00	\$ 1,090.00					109	\$1,090.00	
2. 6" HDPE	LF	179	\$ 11.00	\$ 1,969.00					179	\$1,969.00	
3. 15" HDPE	LF	207	\$ 33.75	\$ 6,986.25			207	\$6,986.25			
4. 18" HDPE	LF	354	\$ 33.75	\$ 11,947.50			354	\$11,947.50			
5. 18" RCP	LF	81	\$ 34.00	\$ 2,754.00			81	\$2,754.00			
6. 12" Flared End Section	LF	1	\$ 600.00	\$ 600.00			1	\$600.00			
7. 18" Flared End Section	LF	2	\$ 800.00	\$ 1,600.00			2	\$1,600.00			
8. 15" Concrete Headwall/Endwall	EA	1	\$ 1,250.00	\$ 1,250.00			1	\$1,250.00			
9. 18" Concrete Headwall/Endwall	EA	3	\$ 1,300.00	\$ 3,900.00			3	\$3,900.00			
10. Storm Manhole	EA	3	\$ 2,500.00	\$ 7,500.00			3	\$7,500.00			
11. Type "C" Inlet	EA	10	\$ 1,500.00	\$ 15,000.00			10	\$15,000.00			
12. Rip Rap Apron	SY	58	\$ 60.00	\$ 3,480.00			58	\$3,480.00			
13. Fabco Inlet Filter Insert	EA	4	\$ 1,500.00	\$ 6,000.00					4	\$6,000.00	
14. Cleanout	EA	18	\$ 300.00	\$ 5,400.00			10	\$3,000.00	8	\$2,400.00	
15. StormTech UG Basin	LS	1	\$ 100,000.00	\$ 100,000.00			1	\$100,000.00			
16. Stone, Planting Soil, Geotextile	LS	1	\$ 50,000.00	\$ 50,000.00					1	\$50,000.00	
VI. CONCRETE											
1. 8" Concrete Curb w/4" Stone Base	LF	915	\$ 15.00	\$ 13,725.00			915	\$13,725.00			
2. 4' Concrete Sidewalk	SF	3,228	\$ 6.00	\$ 19,368.00			3228	\$19,368.00			
3. Handicap Ramps	EA	5	\$ 2,500.00	\$ 12,500.00			5	\$12,500.00			
4. Concrete Monuments	EA	3	\$ 250.00	\$ 750.00					3	\$750.00	
VII. PAVING											
1. Fine Grade and Compact Subgrade	SY	2,108	\$ 1.00	\$ 2,108.00			2108	\$2,108.00			
2. 6" 2A Modified Stone	SY	2,108	\$ 15.00	\$ 31,620.00			2108	\$31,620.00			
3. 4" 25mm Base Course	SY	2,108	\$ 20.00	\$ 42,160.00			2108	\$42,160.00			
5. Sweep and Tack Coat	SY	2,108	\$ 1.00	\$ 2,108.00			2108	\$2,108.00			
6. 1 1/2" 9.5mm Wearing Course	SY	1,914	\$ 15.00	\$ 28,710.00			1914	\$28,710.00			
7. Curb and Joint Seal	LS	1	\$ 600.00	\$ 600.00			1	\$600.00			
8. Painted Striping	LS	1	\$ 1,000.00	\$ 1,000.00					1	\$1,000.00	
9. Painted Legends	EA	1	\$ 100.00	\$ 100.00					1	\$100.00	
10. Painted Handicapped Symbols	EA	3	\$ 125.00	\$ 375.00					3	\$375.00	
11. Pavement Markings/Streetprint Crosswalks	LS	1	\$ 425.00	\$ 425.00					1	\$425.00	
12. Mill and Overlay	SY	584	\$ 10.00	\$ 5,840.00			584	\$5,840.00			



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Wawa - W. Butler Ave.	TOTAL CONSTRUCTION:	\$642,067.44	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 51,583.00
PROJECT NO.:	17-11069	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74	RETAINAGE THIS RELEASE:	\$ 5,158.30
PROJECT OWNER:	Procco Pinegood Chalfont, LLC	TOTAL ENG/INSP/LEGAL:	\$ 64,206.74	AMOUNT OF THIS RELEASE:	\$ 46,424.70
MUNICIPALITY:	New Britain Township	TOTAL ESCROW POSTED:	\$770,480.92	TOTAL ESCROW RELEASED TO DATE:	\$ 422,533.13
ESCROW AGENT:	Firsttrust Bank	RELEASE NO.:	6	TOTAL ESCROW REMAINING:	\$ 347,947.79
TYPE OF SECURITY:	Letter of Credit	RELEASE DATE:	October 23, 2020	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 64,206.74
AGREEMENT DATE:	March 16, 2020			TOTAL ENG/INSP/LGL:	\$ 64,206.74
				TOTAL RETAINAGE TO DATE:	\$ 46,948.13
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 172,586.19

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 6
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
VIII. LANDSCAPING											
1. Evergreen Tree (6'-7")	EA	46	\$ 350.00	\$ 16,100.00	46	\$16,100.00	46	\$16,100.00			
2. Evergreen and Deciduous Shrubs (15 - 18")	EA	68	\$ 55.00	\$ 3,740.00	29	\$1,595.00	29	\$1,595.00	39	\$2,145.00	
3. Evergreen and Deciduous Shrubs (30" - 36")	EA	135	\$ 70.00	\$ 9,450.00					135	\$9,450.00	
4. Groundcover Shrubs (15"-18")	EA	24	\$ 35.00	\$ 840.00	24	\$840.00	24	\$840.00			
5. Ornamental Grasses	EA	136	\$ 12.00	\$ 1,632.00					136	\$1,632.00	
6. Mulch	SF	8,530	\$ 0.01	\$ 85.30	3000	\$30.00	3000	\$30.00	5530	\$55.30	
7. Escrow for Future Buffer	EA	156	\$ 280.00	\$ 43,680.00					156	\$43,680.00	
IX. MISCELLANEOUS											
1. LED Post Top Philips Hadco Street Lighting	EA	5	\$ 4,800.00	\$ 24,000.00					5	\$24,000.00	
2. Single LED Lighting	EA	7	\$ 2,500.00	\$ 17,500.00			7	\$17,500.00			
3. Handicap Parking Signs	EA	3	\$ 225.00	\$ 675.00					3	\$675.00	
4. Stop Sign	EA	5	\$ 225.00	\$ 1,125.00					5	\$1,125.00	
5. Traffic Control Signs	EA	15	\$ 100.00	\$ 1,500.00					15	\$1,500.00	
6. Do Not Block Entrance Signs (513, 515, 517, 521 Butler Ave)	EA	4	\$ 200.00	\$ 800.00					4	\$800.00	
7. Trash Can	EA	1	\$ 750.00	\$ 750.00					1	\$750.00	
8. Bench	EA	1	\$ 1,200.00	\$ 1,200.00					1	\$1,200.00	
9. Post & Rail Fence	EA	16	\$ 100.00	\$ 1,600.00	16	\$1,600.00	16	\$1,600.00			
10. Existing Basin Improvements (Endwalls and Brush Cleanup)	LS	1	\$ 5,300.00	\$ 5,300.00			1	\$5,300.00			
11. Construction As-Built Plans	LS	1	\$ 5,000.00	\$ 5,000.00					1	\$5,000.00	

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this ____ day of _____, A.D., 20____, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Joseph Pileggi**, of 1227 Charter Lane (hereinafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **122 Upper State Raod**, also known as Bucks County Tax Map Parcel No(s). **26-005-047-001** and **26-005-047-002** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

Eileen Bradley, Township Manager

FOR APPLICANT:

(Applicant - Print Name)

By:
(Applicant - Signature(s))

(Applicant - Print Name)

By:
(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this ____ day of _____, A.D., 20___, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Melvin and Beverly Kelsey**, of 22 Farber Drive, Chalfont, PA 18914 (hereinafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **22 Farber Drive**, also known as Bucks County Tax Map Parcel No(s). **26-021-096** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

Eileen Bradley, Township Manager

FOR APPLICANT:

(Applicant - Print Name)

By:
(Applicant - Signature(s))

(Applicant - Print Name)

By:
(Applicant - Signature(s))

Prepared By: H. Peter Nelson, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

TMP # 26-004-034-004

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of November, A.D., 2020, by *JOSEPH G. MURPHY*, having a mailing address of 11 Keller Road, Chalfont, PA 18914 (hereinafter referred to as “*Landowner*”), and *NEW BRITAIN TOWNSHIP*, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “*Township*”).

WITNESSETH

WHEREAS, Landowner is the owner of a tract of land consisting of 4.89 acres located at 11 Keller Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-004-034-004 (hereinafter referred to as the “*Property*”); and

WHEREAS, Landowner has proposed to construct a swimming pool, spa, pool deck, fence, equipment pad, and stormwater modifications on the Property (hereinafter referred to as the “*Project*”) pursuant to plans entitled the Pool Grading Plan, prepared by Cowan Associates, Inc., consisting of two (2) sheets, dated July 10, 2020, last revised October 5, 2020; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “*Plan*”); and

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

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

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

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

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

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and retention

basins, BMP's, stormwater piping systems, headwalls, inlet, and outlet structures, plantings, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner, for himself, his heirs, grantees, successors, and assigns, agrees to the following:

- a. To regularly perform all inspections and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper functioning of the Facilities.
- b. Not to alter any of the Stormwater Management Facilities in a manner which would adversely affect the proper functioning of one or more of the Facilities or cause any of the Facilities to differ from what is shown on the Plan, without written approval of the Township.
- c. To remove debris and silt from the Stormwater Management Facilities to ensure that the Facilities remain in good working order.
- d. To make all repairs necessary to ensure the continued proper operation of the Stormwater Management Facilities.

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

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

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

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

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

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

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

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

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater BMP Maintenance Guarantee of Three Hundred Eighty-Eight Dollars (\$388.00) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "**Guarantee**"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work. Landowner shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowner fails to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fails to pay the aforementioned Township-incurred

costs and expenses within thirty (30) days of receiving the invoice, the Township may use any of the funds raised by this Guarantee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowner.

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

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

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

17. Landowner, for himself, his heirs, grantees, successors and assigns, releases the Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the construction, presence, existence, or maintenance of the Stormwater Management Facilities; the grant of this Agreement; Landowner's compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowner, for himself, his heirs, grantees, successors, and assigns, warrants and shall forever defend against any such claims. This Release, however, shall not apply to claims, actions, losses, damages, costs, or liabilities arising out of the intentional negligence and/or willful conduct of the Township, its engineer, solicitor, and all other agents, servants, or employees. In the event such a claim relating to the Facilities is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Landowner, and Landowner shall defend, at his own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowner shall pay all costs and expenses in connection therewith.

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

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

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

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

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

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

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

Britain Township”, and “Township” as used herein shall include their respective heirs, grantees, successors, and assigns.

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

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

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

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

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

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

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

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

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**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Keller Road
(Signatures)**

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

LANDOWNER:

MURPHY

Witness

By: _____
Joseph G. Murphy

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 2020, at an official public meeting of the Township with a quorum present and voting, with the proper officers of the Township being directed to execute this Agreement and the Township Secretary or Assistant Secretary, being directed to note this action upon the minutes of said meeting.

By: _____
Name: William B. Jones, III
Title: Chairman

ATTEST:

Eileen Bradley, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
Keller Road
(Acknowledgments)**

BY LANDOWNER

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____ :

On this _____ day of _____, 2020, before me a Notary Public, personally appeared **JOSEPH G. MURPHY**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY TOWNSHIP

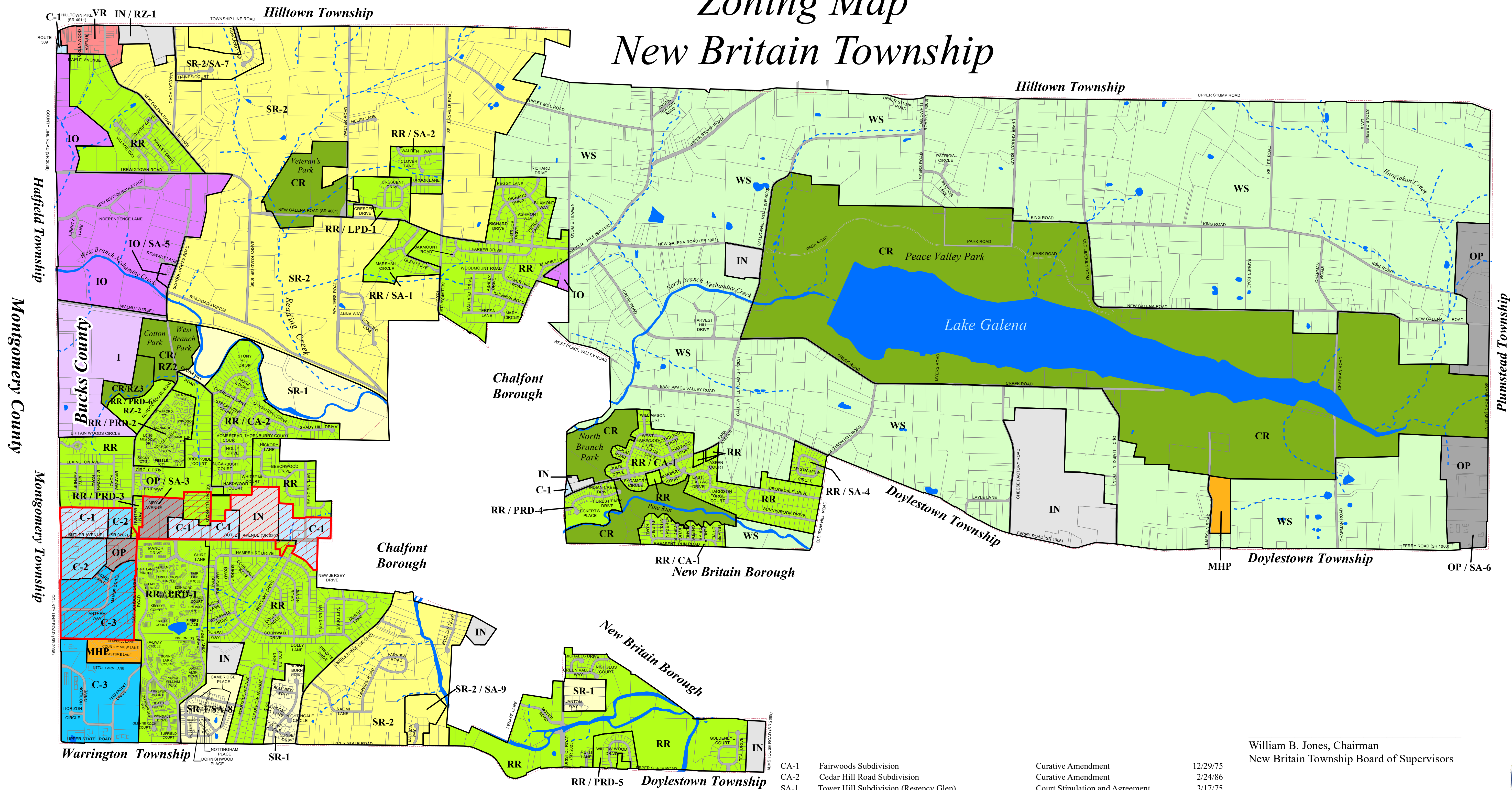
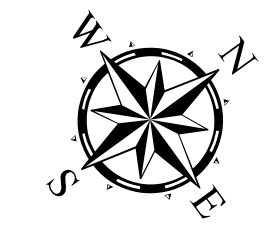
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this _____ day of _____, 2020, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

_____(SEAL)
Notary Public

Zoning Map New Britain Township



- ZONING DISTRICT**
- CR Conservation and Recreation District
 - WS Watershed District
 - SR-1 Single Family Residential 1 District
 - SR-2 Single Family Residential 2 District
 - RR Residential District
 - VR Village Residential District
 - MHP Manufacturing Home Park District
 - C-1 Commercial District
 - C-2 Commercial District
 - C-3 Commercial District
 - OP Office Park District
 - IN Institutional District
 - I Industrial District
 - IO Industrial Office District
 - CO Butler Avenue Corridor Overlay District

- CA-1 Fairwoods Subdivision 12/29/75
- CA-2 Cedar Hill Road Subdivision 2/24/86
- SA-1 Tower Hill Subdivision (Regency Glen) 3/17/75
- SA-2 Tower Hill Meadows Subdivision 3/17/75
- SA-3 Commerce Bank/Kindercare Land Development 2/14/00
- SA-4 Wordsworth Academy/Pine Valley Crossing Assoc. 5/3/13
- SA-5 M & N Homes Lot #3 Land Development (Goddard School) 3/11/02
- SA-6 Feld Tract Land Development (Fountainville Center) 10/22/02
- SA-7 Barclay Road S/LD 10/21/02
- SA-8 New Britain Walk 2/21/03
- SA-9 Frost Tract (Rolling Ridge) 5/5/06
- PRD-1 Highlands Subdivision 3/17/75
- PRD-2 Rocky Meadow Subdivision (Meadow Ridge) 9/2/75
- PRD-3 Hunter Way Subdivision 6/21/76
- PRD-4 Forest Park Subdivision 2/14/94
- PRD-5 Cassel/Bank Subdivision (Willow Woods) 8/18/98
- PRD-6 Colebrook Development 5/4/15
- PRD-7 W.B. Homes Development 2/5/18
- LPD-1 Twin Maples Subdivision 10/27/97
- RZ-1 Line Lexington Mennonite Church 2/12/01
- RZ-2 Colebrook/Quad Graphics/Cotton Park 2/23/15
- RZ-3 Cotton Park- Quad Graphic Acquisition 2/5/18

William B. Jones, Chairman
New Britain Township Board of Supervisors

Attest: Eileen Bradley
New Britain Township Secretary



Zoning Ordinance
Adoption Date 8/4/1995

REVISION	DATES	NOTES
Rev. 1	February 3, 2003	
Rev. 2	April 28, 2003	
Rev. 3	October 2, 2013	Add Color/ SA-4
Rev. 4	February 23, 2015	PRD-6/ RZ-2
Rev. 5	October 3, 2016	Correct Drafting Errors/ Add Seal
Rev. 6	February 5, 2018	RZ-3 Cotton Park
Rev. 7	May 21, 2018	Add Butler Avenue Corridor Overlay District
Rev. 8	July 23, 2020	Update Color Coding

ZONING MAP

NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-5106 • (215) 345-4330 • www.gilmore-assoc.com

JOB NO: 20-01002	DATE: 10/19/2020	SCALE: 1" = 1200'
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Licensed & insured

Master license
#M95244

Job: New Britain Township Building

Date: October 19, 2020

Project: Roof top unit replacements

Change order #1 options

Scope:

Option #1

- Make repairs to split and problematic thermostat wires to get units running.
- Pull new 18/8 wires down for 2-systems from roof to thermostat location.

Total for the above \$ 2,133.00

Option #2

- Make repairs to split and problematic thermostat wires to get units running.
- Pull new 18/8 wires for 6-systems from roof to room thermostat Both first and second floors

Total for the above \$ 5,015.15

Respectfully submitted,

Robert D. Hirschberg

P.O. Type: All
Range: First to Last
Format: Condensed

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

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
78IND005 78 INDUSTRIAL DRIVE, LLC	19002439	10/29/20	ESCROW REFUND	Open	6,381.55	0.00		
ADT0005 ADT COMMERCIAL	19002466	10/30/20	SECURITY	Open	392.48	0.00		
ARM0010 ARMOUR & SONS ELECTRIC I	19002465	10/30/20	TRAFFIC SIGNAL MAINTENANCE	Open	877.50	0.00		
ATTM0010 AT&T MOBILITY	19002464	10/30/20	MOBILE	Open	411.36	0.00		
BILLM010 BILL MITCHELL'S AUTO SERVICE I	19002463	10/30/20	EMISSION INSPECTION/48-02	Open	39.57	0.00		
CARRO020 CARROT TOP INDUSTRIES INC.	19002461	10/30/20	FLAGS/PUBLIC WORKS	Open	188.49	0.00		
CHAL-030 CHAL-BRIT REGIONAL EMS	19002462	10/30/20	CHAL-BRIT REG EMS CONTRIBUTION	Open	15,000.00	0.00		
COMCA010 COMCAST	19002460	10/30/20	CABLE/INTERNET	Open	793.13	0.00		
DANIE050 DANIEL A. GONZALEZ	19002459	10/30/20	UNIFORM REIMBURSEMENT	Open	16.00	0.00		
DOUGH005 DOUG & MAUREEN MAUER	19002457	10/30/20	ESCROW REFUND	Open	5,325.88	0.00		
DUNLA010 dunlapSLK	19002458	10/30/20	PAYROLL PREPARATION/SEPT 2020	Open	250.00	0.00		
EUREK010 EUREKA STONE QUARRY INC.	19002456	10/30/20	DRAINAGE & PATCHING MATERIALS	Open	548.45	0.00		
GILMO010 GILMORE & ASSOCIATES INC.	19002422	10/29/20	SEPT 2020 ENGINEERING EXPENSES	Open	57,120.86	0.00		
GRIMB010 GRIM BIEHN & THATCHER	19002421	10/29/20	SEPT 2020 LEGAL EXPENSES	Open	10,770.00	0.00		
HKMAT010 H & K MATERIALS	19002455	10/30/20	DRAINAGE MATERIALS	Open	594.49	0.00		
INTER060 INTERNATIONAL CODE COUNCIL	19002454	10/30/20	MEMBERSHIP/R. TESCHNER	Open	145.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
JLAUT010 J L AUTO BODY	19002453	10/30/20	POLICE VEHICLE 48-05	Open	450.80	0.00		
KATHE005 KATHERINE PEFFALL	19002452	10/30/20	REIMBURSEMENT FOR WORK BOOTS	Open	170.00	0.00		
MARKS010 MARK S DUNCAN JR.	19002448	10/29/20	UNIFORM REIMBURSEMENT	Open	149.99	0.00		
MASTE005 MASTERCRAFT KITCHEN & BATH, INC	19002450	10/29/20	REFUND OVERPAYMENT	Open	20.00	0.00		
MICHA165 MICHAEL BAKER INTERNATIONAL	19002451	10/29/20	NESHAMINY GREENWAY TRAIL	Open	1,688.00	0.00		
MILLE020 MILLER TIRE & AUTO COMPANY	19002447	10/29/20	TRACTOR TIRES	Open	3,989.00	0.00		
MUNIL005 MUNTLOGIC	19002449	10/29/20	MONTHLY HOSTING FEES	Open	250.00	0.00		
NAVSU005 NAVSURFWARCENDIV Crane	19002446	10/29/20	NIGHT VISION GOGGLES	Open	300.00	0.00		
NICOL010 NICOLE PERCETTI	19002420	10/29/20	STREETLIGHT COLLECTION COMP	Open	2,500.00	0.00		
PAUCF020 PA UC FUND	19002445	10/29/20	UNEMPLOYMENT/I. CERVINO	Open	101.76	0.00		
PECOE020 PECO ENERGY PAYMENT PROCESSING	19002423	10/29/20	ELECTRIC EXPENSE	Open	2,502.74	0.00		
READY005 READY REFRESH BY NESTLE	19002444	10/29/20	BOTTLED WATER	Open	229.75	0.00		
REPUB005 REPUBLIC SERVICES #320	19002441	10/29/20	TRASH REMOVAL	Open	774.29	0.00		
RIGHT010 RICHTER DRAFTING & OFFICE SUPP	19002442	10/29/20	POLICE DEPT OFFICE SUPPLIES	Open	135.93	0.00		
RIGGI010 RIGGINS INC	19002424	10/29/20	FUEL	Open	976.94	0.00		
ROADC005 Road-Con, Inc.	19002443	10/29/20	ESTIMATE #1/GREENWAY TRAIL	Open	102,111.44	0.00		
SERVIO10 SERVICE TIRE TRUCK CENTERS	19002438	10/29/20	POLICE DEPT. TIRES	Open	1,554.08	0.00		
SOSME005 SOSMETAL PRODUCTS INC	19002440	10/29/20	PUBLIC WORKS SHOP SUPPLIES	Open	159.62	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STAND020 STANDARD DIGITAL IMAGING								
	19002436	10/29/20	TONER/POLICE	Open	15.00	0.00		
STAND015 STANDARD DIGITAL LEASING								
	19002435	10/29/20	COPIERS/LEASE	Open	587.49	0.00		
STAND010 STANDARD INSURANCE COMPANY								
	19002437	10/29/20	INSURANCE	Open	3,196.98	0.00		
THOMA090 THOMAS J. WALSH III, ESQ.								
	19002433	10/29/20	LEGAL SERVICES/ZONING HRG	Open	4,464.00	0.00		
THOMP010 THOMPSON NETWORKS								
	19002434	10/29/20	MONTHLY FEE	Open	1,289.00	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.								
	19002427	10/29/20	OUTSIDE INSPECTIONS	Open	1,215.00	0.00		
VACON005 VaConvey, LLC								
	19002431	10/29/20	REFUND U&O FEE	Open	75.00	0.00		
VERIZ010 VERIZON								
	19002425	10/29/20	FIOS/INTERNET	Open	172.88	0.00		
VERIZ050 VERIZON WIRELESS								
	19002419	10/29/20	POLICE/PC CARDS	Open	520.23	0.00		
WAREH010 WAREHOUSE BATTERY OUTLET INC.								
	19002432	10/29/20	PUBLIC WORKS EQUIPMENT	Open	300.82	0.00		
WILLI140 WILLIAM GRUNMEIER								
	19002428	10/29/20	REFUND OF POOL ESCROW	Open	1,000.00	0.00		
WILLO010 WILLOW TREE & LANDSCAPE SERVIC								
	19002429	10/29/20	109 RUTH LANE/ASH TREES REMOV	Open	3,850.00	0.00		
WORKP005 WORKPLACE CENTRAL								
	19002426	10/29/20	ADMIN OFFICE SUPPLIES	Open	576.05	0.00		
YCGIN005 YCG, INC								
	19002430	10/29/20	CALIBRATION	Open	150.00	0.00		
<hr/> Total Purchase Orders: 48 Total P.O. Line Items: 0 Total List Amount: 234,331.55 Total Void Amount: 0.00 <hr/>								

November 2, 2020
EXPENDITURES PREVIEW APPROVAL

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____