

**Board of Supervisors  
Regular Agenda  
September 21, 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 personnel issues and litigation.
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of September 21, 2020
6. Departmental Reports
  - 6.1. Code Department Report for August 2020
  - 6.2. Police Department Report for August 2020
  - 6.3. Public Works Department Report for August 2020
7. Consideration of Old Business
  - 7.1. Cable Franchise Ordinance #2020-09-03
  - 7.2. Comcast Franchise Agreement Approval
8. Consideration of New Business
9. Consent Agenda

- 9.1. Casadonti Homes, Inc. has executed a Stormwater Facilities Operation and Maintenance Agreement and a Declaration of Natural Resource Protection Easement for the property at 109 King Road, TMP #26-004-042, as part of construction of a single-family home, with corresponding Stormwater BMP Maintenance Guarantee Fee of \$1,495.52.
- 9.2. Fox Lane Homes at Highpoint, LLC has executed a Professional Services Agreement for subdivision and land development of 1 Highpoint Drive (PSC at Highpoint), TMP #26-005-056, #26-005-056-009, #26-005-047-005, and #26-005-056-011, with corresponding legal and engineering escrow of \$2,500.00.
- 9.3. Hallmark Homes-Mill Ridge LLC has executed the following documents in association with the Assal Tract/Mill Ridge Subdivision, TMP #26-003-003: Declaration of Covenants, Easements, Conditions and Restrictions; Development Agreement; Memorandum of Development Agreement; Stormwater Facilities Operation and Maintenance Agreement. All corresponding fees and financial security are being held in escrow, pending execution and recordation of Record Plans by the Township.
10. Board of Supervisors Comments
11. Administration Comments
  - 11.1. Keller Road Bridge
12. Solicitor and Engineer Comments
13. Public Comment
14. Other Business
15. Payment of Bills
  - 15.1. Bills List dated September 16, 2020 in amount of \$211,592.89
16. Adjournment:

*The next Regular Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, October 5, 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](http://www.newbritaintownship.org).*

**BOARD OF SUPERVISORS  
MEETING MINUTES  
September 14, 2020**

A Work Session Meeting of the New Britain Township Board of Supervisors was held on Monday, September 14, 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 Cynthia M. Jones, and MaryBeth McCabe, Esq. Absent was Supervisor Gregory T. Hood. Also present was Assistant to the Manager Michael Walsh, the Township Solicitor Peter Nelson, Esq., and Township Engineer Craig Kennard. Township Manager. Manager Eileen M. Bradley was present via Zoom video conferencing.

**1. Call to Order:** Mr. Jones called the Meeting to order.

**2. Pledge of Allegiance:** Mr. Jones led the Board and audience in the Pledge of Allegiance.

**3. Announcements:** Mr. Jones announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues and litigation. The Board would also meet in Executive Session immediately following this meeting to discuss personnel issues.

**3.1. Years of Service Awards:** Mr. Jones presented a Fifteen-Year Service Award to Public Works/Park and Recreation employee Anthony Passerini and a Five-Year Service Award to Public Works employee Kelsey Ganther. The Board thanked them for their service.

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

**5. Approval of Minutes:**

**5.1. Minutes of Meeting of August 17, 2020:**

**MOTION: A motion was made by Mrs. Haun, seconded by Mrs. Jones and unanimously approved to accept the August 17, 2020 Minutes as written.**

**6. Departmental Reports:** There were no Departmental Reports at this time

**7. Consideration of Old Business:**

**7.1. Comcast Franchise Agreement Discussion:** Mr. Walsh stated that New Britain Township, along with a number of other municipalities from the Bucks County Consortium, engaged in franchise agreement negotiations with Comcast and Verizon, as both franchise agreements were set to expire. Court case law had determined that cable companies were now in fact deemed public utilities and have hampered municipal abilities to negotiate with cable companies as they have in the past.

Cable Franchise Fees represented approximately \$280,000 in annual General Fund revenue for the Township. By executing this agreement, Comcast would be required to provide service throughout New Britain Township, continuing to give residents an option between Comcast and Verizon.

Mr. Walsh stated that in the past, Comcast had provided a capital grant for televising municipal meetings. While the agreement called for an \$11,500 grant, the agreement allowed those funds to be taken directly from franchise fees, hampering Township use of those funds. Staff recommended forgoing the grant as outlined in the agreement.

Ms. McCabe asked if it mattered how the grant funds were received. Mr. Nelson stated that if the funds were taken as a grant, the money would be restricted to a specific use, whereas, forgoing the grant would allow the Township to utilize the funds without restriction.

Mrs. Jones asked if there was still an educational/government channel that could only be used by either the school district or the Township. Ms. Bradley stated that the agreement provided for one channel, reserved for the Township. Mrs. Jones then asked if the Township utilized the free internet connection provided for public facilities. Ms. Bradley stated that while the Township no longer used the free internet connection because it was inadequate for the Township's need, the agreement removed any free internet connections from all public entities. The loss of free cable could have a minor impact on the Fire Company and EMS.

Mr. Walsh stated that Staff was looking for action at the next meeting of the Board.

## **8. Consideration of New Business:**

**8.1. Harris/Hamilton Lot Line Change:** Appearing for the Applicant was Mr. John VanLuvanee, Esq. of Eastburn and Gray, P.C. Mr. VanLuvanee presented the Board with the background of the property and presented a plan to divide an undersized lot between two adjoining undersized lots. The two remaining lots would still be undersized, but their nonconformity would be reduced. No development or construction was proposed at this time.

Mr. Jones asked if the proposed Omnibus Zoning Amendment would have any impact on the properties being discussed. Mr. Nelson stated the allowable impervious would increase from 8% to 12% for both landowners. As both lots would still be undersized, they would still be prevented from development beyond standard accessory residential uses. Mr. Kennard stated that Gilmore had no issues with the plan or waiver requests.

**MOTION: Upon motion by Mrs. Haun, seconded by Mrs. Jones, and unanimously carried, the Board approved granting approval and a waiver of Land Development, conditioned upon the applicants' compliance with sections III.A.1, III.A.4 and III.B.3 of the Gilmore Review letter dated September 10, 2020.**

**8.2. D'Alessio 3-Lot Sketch Plan:** Appearing for the Applicant was Mr. Scott Mill, R.L.A. of Van Cleef and the Applicant Jonathan Thomas of Audax Homes, LLC on behalf of the owners., Mr. and Mrs. D'Alessio. Mr. Mill stated that the Applicant requested feedback on a proposed 3-Lot Sketch Plan on Old Limekiln Road. They would be seeking waivers from roadway improvements that would require them to move five (5) utility poles, a waiver from the basin size, and lot depth-to-width ratios. Mr. Thomas stated that any road widening would result in the need to move utility poles, which would be costly for such a small project.

Mr. Jones asked if there was a basin planned for existing Lot #1 one. Mr. Mills stated that stormwater management would be addressed should the project move beyond the sketch phase. Mr. Jones then asked if there was room for widening the road without moving the poles. Mr. Mills stated that the existing swale would require relocating the poles.

Ms. McCabe stated that she did not believe sidewalks made sense, but would there be curbing and a culvert.

Ms. Bradley stated that there was no culvert or curbing in this area. This road had major stormwater issues, so perhaps a compromise could be made by adding more stormwater improvements in lieu of other roadway improvements. Mrs. Haun stated that she is generally in favor of road widening, but increasing the funds used for stormwater could be a beneficial compromise.

Mr. Kennard stated that he did not foresee an issue with a waiver from the lot depth to width ratios and agreed that curbs and sidewalks would not be needed in the area. Traditionally, the Board had elected for minimal road widening of at least two (2) feet. He recommended Staff investigate the road for both road improvements and stormwater, before providing feedback on these two items. The Board agreed with Mr. Kennard's recommendation.

**8.3. Budget 2021 Discussion:** Mr. Walsh provided the Board with a status update of the proposed 2021 budget, and sought Board input on the Budget, including capital projects, tree removal costs, and potential cuts from departmental budget requests, etc.

Ms. McCabe asked what was the engineering money designated for the redesign of Cotton Park. Ms. Bradley stated that there was additional land purchased for the park and that Gilmore was in the middle of reworking the Master Site Plan for the design of the Park.

Mr. Walsh stated that Staff would be prepared to present a Preliminary budget at the October Work Session meeting.

## **9. Consent Agenda:**

**MOTION:** Upon motion by Mrs. Haun, seconded by Ms. McCabe, the Board unanimously approved the following Consent Agenda items: Execution of a Professional Services Agreement with Joseph G. Murphy for construction of swimming pool for 11 Keller Road, TMP #26-004-034-004, with corresponding legal and engineering escrow of \$5,000.00; an Intergovernmental Agreement between Hilltown Township, Hilltown Township Water and Sewer Authority, New Britain Township and Chalfont-New Britain Township Joint Sewer Authority to allow four (4) lots within Hilltown Township to be connected to the system owned and maintained by the Chalfont-New Britain Township Joint Sewer Authority; an Intergovernmental Cooperation Agreement between Hilltown Township and New Britain Township will allow a portion of Mill Ridge Drive within Hilltown Township to be maintained by New Britain Township (to include patching, paving, snow and ice removal, routine maintenance) in consideration of payment of a portion of its corresponding annual Liquid Fuels tax receipts; a First Amendment to Release and Indemnity Agreement between Bucks County, New Britain Township and Chalfont-New Britain Township Joint Sewer Authority (CNBTJSA) that would allow CNBTJSA to continue surveying, flagging, and benchmarking on the property at New Galena and Walters Roads, TMP #26-001-049, for a proposed pump station and sewer line, through March 31, 2021; Certificate of Completion #4 for Provco Pinegood Chalfont, LLC for W. Butler Avenue WAWA Project in the amount of \$88,632.45, leaving \$431,219.39 remaining.

**10. Board of Supervisors' Comments:** Mrs. Haun asked Mr. Nelson if the Township could use funds from the tree planting fund obtained from developers to remove dead or dying trees. Mr. Nelson stated that those funds were currently for planting trees only. The Township could modify future agreements with developers to allow maintenance and removal of trees.

Ms. McCabe asked if we currently had a survey of dead trees. Mr. Walsh stated that Public Works and Park and Recreation Departments take note of any dead Ash trees that need removal as they are reported. Ms. Bradley added that current policy was addressing trees bordering private property or roadways first. The tree removal budget had tripled in recent years. At our annual risk assessment meeting, this policy was discussed and approved by the insurance carrier adequate and prudent.

Ms. McCabe stated that there was a dead tree on Ferry Road in danger of falling on the roadway. Ms. Bradley stated that the Police Department had spoken to the homeowner. Ms. McCabe asked who is responsible for the tree if it falls. Ms. Bradley stated that the roadway and right-of-way belonged to PennDOT, but removal of the tree was the responsibility of the homeowner. Our Public Works Department, however, would clear the road if necessary, as PennDOT was not very responsive.

## **11. Township Administration Comments:**

**11.1. Authorization to Sell 2008 Ford Explorer:** Mr. Walsh stated that the Public Works Department wished to sell a 2008 Ford Explorer and requested authorization to advertise and place the item for sale on Muncibid.com.

**MOTION: A motion was made by Ms. McCabe, seconded by Mrs. Jones and unanimously approved to grant Authorization to Sell 2008 Ford Explorer.**

**11.2. Upcoming Zoning Hearing Board Hearings:** Mr. Walsh that the Zoning Hearing Board had two (2) hearing dates scheduled this month: September 17, 2020 at 7:00 p.m. would be a Special Exception for Distinctive Landscaping SE, 619 Limekiln Pike; variances for McDonald's USA, LLC, 4272 County Line Road; and a Special Exception for Schmidt, 338 Park Avenue; September 29, 2020 at 7:30 p.m. would be Edward Mortimer, 55 Curly Mill Road.

Mr. Walsh stated that all of the hearings would be held in person at the Township Building. The Board had already considered two of the applications, Distinctive Landscaping and McDonald's. The Board had also voted to send the Township Solicitor to oppose the Mortimer application. Mr. Walsh stated that the Schmidt application was the only new hearing for the Board to consider.

Mr. Nelson stated that the application was for operating a massage therapy business. The business would operate by appointment, hours of operation would be from 9:00 a.m. to 6:00 p.m., Tuesdays through Fridays, and from 9:00 a.m. to 1:00 p.m., on Saturdays.

The Board took no position on the Schmidt application.

**11.3. 2021 Police Minimum Municipal Obligation (Resolution #2020-16):** Mr. Walsh presented to the Board the Police Pension Fund and the Non-Uniform Pension Fund Minimum Municipal Obligation (MMO) statements, as outlined in the proposed Resolutions before the Board.

**MOTION: A motion was made by Mrs. Haun, seconded by Ms. McCabe and carried unanimously, to adopt Resolution #2020-16, the 2021 Minimum Municipal Obligation requiring a payment of \$113,164 to the Police Pension Fund.**

**11.4. 2021 Non-Uniform Minimum Municipal Obligation (Resolution #2020-17):**

**MOTION: A motion was made by Mrs. Jones, seconded by Mrs. Haun and carried unanimously, to adopt Resolution #2020-17, the 2021 Minimum Municipal Obligation requiring a payment of \$17,755.00 to the Non-Uniform Pension.**

**11.5. Resolution #2020-18, Use of Outdoor Areas (COVID Accommodations Extension):** Mr. Walsh stated that the proposed resolution extended the opportunity for businesses to utilize outdoor spaces during the COVID-19 pandemic. The resolution followed guidelines as outlined in Resolution 2020-13 as well as the CDC and BCHD

safety guidelines, but did not have a specific end date. The Board would need to take action to revoke the permits given for outdoor dining and retail once the pandemic was ended.

Mrs. Jones asked if many restaurants had taken advantage of outdoor dining. Mr. Walsh stated that only a few businesses had applied for outdoor permits.

**MOTION: A motion was made by Ms. McCabe, seconded by Mrs. Haun, and unanimously approved, to adopt Resolution #2020-18, Use of Outdoor Areas (COVID Accommodations Extension).**

**11.6. 2020-2021 Consortium Salt Contract Award:** Mr. Walsh stated that the Township had again participated in the Bucks Consortium Joint Salt Bid for 2020-2021. Morton Salt was the apparent lowest responsible bidder at \$47.75 per ton delivered, which was a \$0.50 per ton decrease from last year's price.

**MOTION: A motion was made by Mrs. Haun, seconded by Ms. McCabe and carried unanimously, to award the 2020-2021 Salt contract to Morton Salt at \$47.75 per ton delivered.**

**11.7. 113 Dolly Lane Pest Control:** Mr. Walsh stated that he had spoken with Ehrlich about the current activity of pests at 113 Dolly Lane. Ehrlich believed that the activity at the traps was normal and the bait traps were not empty of bait when they were serviced. Ehrlich did not recommend a change in tactics at this point. Mr. Walsh stated that he requested a quote to increase the number of traps and service from Ehrlich. He also asked Terminix for a quote on identical services.

Ms. McCabe asked to be notified when the information was available. Mr. Walsh stated that he would make sure the information was sent to the entire Board. He also stated that he had been providing the neighbors with a bi-weekly update. Mr. Walsh then asked the Board to authorize staff to take action to increase service if the information obtained warranted an increase in service.

**MOTION: Upon motion by Ms. McCabe, seconded by Mrs. Jones, and unanimously carried, the Board authorized staff to take action to increase service for pest control at 113 Dolly Lane, if needed.**

**12. Solicitor and Engineer Comments:** Mrs. Jones asked if any feedback had been received regarding the proposed Omnibus Amendment. Mr. Walsh and Mr. Nelson stated that no public comment had been received to date. Mrs. Jones asked Mr. Nelson why horses were not covered under household pets in the proposed amendment. Mr. Nelson stated that horses were covered under agricultural uses.

Mr. Kennard stated that the Assal/Mill Ridge Project was aiming to schedule a pre-construction meeting soon. Gilmore was working on plans and cost estimates for all culvert repairs. He commended New Britain Township on investing in infrastructure, which is not always the case at some municipalities.

**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 August 26, 2020 for \$3,261.45 (medical reimbursements):**

**MOTION: Upon motion by Mrs. Haun, seconded by Mrs. McCabe, the Board unanimously approved the Bills List dated August 26, 2020 for \$3,261.45 (medical reimbursements).**

**15.2. Bills List dated August 28, 2020 for \$324.00 (medical reimbursements):**

**MOTION:** Upon motion by Mrs. Jones seconded by Mrs. McCabe, the Board unanimously approved the Bills List dated August 28, 2020 for \$324.00 (medical reimbursements).

**15.3. Bills List dated September 1, 2020 for \$430,591.20:**

**MOTION:** Upon motion by Mrs. Haun seconded by Mrs. Jones, the Board unanimously approved the Bills List dated September 1, 2020 for \$430,591.20.

**15.4. Bills List dated September 2, 2020 for \$1,580.04 (medical reimbursements):**

**MOTION:** Upon motion by Mrs. Haun seconded by Ms. McCabe, the Board unanimously approved the Bills List dated September 2, 2020 for \$1,580.04 (medical reimbursements).

**15.5. Bills List dated September 4, 2020 for \$118,641.38:**

**MOTION:** Upon motion by Ms. McCabe seconded by Mrs. Jones, the Board unanimously approved the Bills List dated September 4, 2020 for \$118,641.38.

**16. Executive Session:** At 10:15 a.m., the Board convened into Executive Session to discuss personnel issues. No decisions were made during that time.

**17. Adjournment:**

**MOTION:** There being no further business or comment, a motion was made by Ms. McCabe seconded by Mrs. Jones, and unanimously carried, to adjourn the meeting at 11:15 a.m.

**NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
Helen B. Haun, Vice Chair

\_\_\_\_\_  
Gregory T. Hood, III, Member

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Cynthia Jones, Member

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MaryBeth McCabe, Esq., Member

Attest: \_\_\_\_\_  
Eileen M. Bradley  
Secretary/Manager





## Township of New Britain

Office of Code Enforcement

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### AUGUST 2020

PERMITS ISSUED	57
ZONING	20
BUILDING INSPECTION	65
United electrical	14
OCCUPANCY INSPECTIONS	23
RE-INSPECTION	15
COMMERCIAL FIRE INSPECTIONS	0
FIRE CALLS	19
CHALFONT	16
DOYLESTOWN	1
DUBLIN	1
HILLTOWN	1

Chalfont Fire Company

Chief's Report – August 2020

Total Number of Incidents = 38

Types of Calls:

1. FIRES = 6
2. RESCUE/MEDICAL ASSIST = 2
3. HAZARDOUS CONDITIONS = 10
4. SERVICE CALLS =
5. GOOD INTENT CALL = 11
6. ALARM SYSTEMS = 7
7. SPECIAL INCIDENT =
8. SEVERE WEATHER = 1

TOTAL STAFF HOURS FOR CALLS = 320:09

Alarms Per Municipality

- Chalfont Borough = 12
- Doylestown Twp. = 3
- Doylestown Borough =
- Colmar/Hatfield =
- Hilltown Twp. = 1
- Montgomery Twp. = 1
- New Britain Boro =
- New Britain Twp. = 17
- Warwick Twp. =
- Warrington Twp. = 3
- East Rockhill Twp. = 1
- Plumstead Twp. =
- Silverdale Boro =

DRILLS/MAINTENANCE = 3

TOTAL TRAINING HOURS = 303:30

TOTAL AVAILABLE POINTS = 41

TOTAL STAFF HOURS FIRES AND TRAINING = 623.39

# Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 9/2/2020 3:36:37 PM

## Incidents per Zone for Date Range

Start Date: 08/01/2020 | End Date: 08/31/2020

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
<b>ZONE: 27 - Chalfont Boro</b>				
2020-11129	600 - Good intent call, other	08/04/2020	140 E Butler Ave	34/74
2020-11612	700 - False alarm or false call, other	08/07/2020	31 Oak Ave	34/74
2020-11718	700 - False alarm or false call, other	08/08/2020	26 Park Ave	34/74
2020-11836	611 - Dispatched & cancelled en route	08/10/2020	305 N Main St	34/74
2020-12672	600 - Good intent call, other	08/25/2020	118 N Main St	34/74
2020-12816	700 - False alarm or false call, other	08/28/2020	50 Hamilton St	34/74
2020-12820	444 - Power line down	08/28/2020	155 E Butler Ave	34/74
2020-12821	600 - Good intent call, other	08/28/2020	245 Forrest Dr	34/74
2020-12828	444 - Power line down	08/28/2020	50 Hamilton Street	34/74
2020-12881	444 - Power line down	08/28/2020	173 Old Orchard Road	34/74
2020-12891	400 - Hazardous condition, other	08/29/2020	237 Forrest Drive	34/74
2020-12930	381 - Rescue or EMS standby	08/29/2020	Bus Rte 202	34/74

Total # Incidents for 27: 12

<b>ZONE: 29 - Doylestown Twp.</b>				
2020-10903	813 - Wind storm, tornado/hurricane assessment	08/04/2020	595 W State St	34/74
2020-10935	444 - Power line down	08/04/2020	33 Oak Drive	34/74
2020-11012	444 - Power line down	08/04/2020	953 Ferry Road	34/74

Total # Incidents for 29: 3

<b>ZONE: 36 - Hilltown Twp.</b>				
2020-12337	132 - Road freight or transport vehicle fire	08/19/2020	1030 Hilltown Pike	34/74

Total # Incidents for 36: 1

<b>ZONE: 47-MT - Montgomery Twp.</b>				
2020-11383	111 - Building fire	08/04/2020	132 Blue Robbin Dr	34/74

Total # Incidents for 47-MT: 1

<b>ZONE: 48 - New Britian Twp.</b>				
2020-11280	111 - Building fire	08/04/2020	126 S Limekiln Pike	34/74
2020-11431	600 - Good intent call, other	08/05/2020	109 Bonnie Lark Ct	34/74
2020-11513	444 - Power line down	08/05/2020	507 Lexington Ave	34/74
2020-11521	736 - CO detector activation due to malfunction	08/06/2020	323 Hamlet Rd	34/74
2020-11544	600 - Good intent call, other	08/06/2020	207 Hampshire Dr	34/74
2020-11911	611 - Dispatched & cancelled en route	08/11/2020	1100 Anthem Way	34/74
2020-12030	611 - Dispatched & cancelled en route	08/13/2020	654 Ferry Road	34/74
2020-12267	111 - Building fire	08/18/2020	1456 Ferry Road	34/74
2020-12322	700 - False alarm or false call, other	08/19/2020	323 W Butler Ave	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2020-12640	700 - False alarm or false call, other	08/25/2020	91 Creek Road	34/74
2020-12671	736 - CO detector activation due to malfunction	08/25/2020	22 Farber Dr	34/74
2020-12742	221 - Overpressure rupture of air or gas pipe/pipeline	08/27/2020	8 Skyline Drive	34/74
2020-12788	400 - Hazardous condition, other	08/28/2020	417 Hampton Ct	34/74
2020-12823	444 - Power line down	08/28/2020	18 Elaines Lane	34/74
2020-12826	444 - Power line down	08/28/2020	park and sycamore cir	34/74
2020-12916	650 - Steam, other gas mistaken for smoke, other	08/29/2020	1134 Upper State Road	34/74
2020-12986	611 - Dispatched & cancelled en route	08/31/2020	4379 County Line Road	34/74

Total # Incidents for 48: 17

ZONE: 75 - Warrington Twp.				
2020-11127	600 - Good intent call, other	08/04/2020	430 Winding Lane	34/74
2020-12879	111 - Building fire	08/28/2020	1396 Lower State Road	34/74
2020-12899	111 - Building fire	08/29/2020	1396 Lower State Road	34/74

Total # Incidents for 75: 3

ZONE: 77 - Perkasio PD				
2020-11089	363 - Swift water rescue	08/04/2020	63 Main St	34/74

Total # Incidents for 77: 1

**TOTAL # INCIDENTS: 38**

Only REVIEWED incidents included. Archived Zones cannot be unarchived.

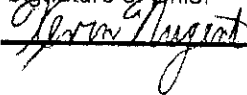


# Dublin Volunteer Fire Company

Month: **August 2020**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine	3	Time in Service	34 Hrs 32 Min
Field	1	Total Man Hours	334 Hrs 23 Min
Full Company		Average Call Length	1 Hr 2 Min
Ladder			
Rescue			
Squad	3		
Tanker		Total Personnel	271
Air Medical Evacuation		Average Personnel per Call	9
Alarm System	5		
Auto Extrication			
Auto Response	3	Borough/Township	
Barn			
Brush	1	Bedminister Township	10
Building	1	Dublin Borough	6
Chimney		East Rockhill Township	3
CO Alarm	3	Hilltown Township	9
Control Burn		New Britain Township	1
Cover/Up		Plumstead Township	1
Cover/Up Assist		Doylestown Township	2
Domestic Rescue		Doylestown Borough	1
Dwelling	1	Tinicum Township	
Extinguished Dwelling		Buckingham Township	
Fuel Spill		Silverdale Borough	
Fumes in a Dwelling	1	Quakertown Borough	
Gas Alarm			
Hazardous Material			
Investigation	1		
Marine Rescue	2		
Rubbish	1		
Special Assignment	2		
Stand by Accident	3		
Vehicle Fire			
Wires	2		
Wire In Dwelling			
<b>Total Number of Calls</b>	<b>33</b>	<b>Total Numbe of Calls</b>	<b>33</b>

Signature of Chief

  
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**Hilltown Twp. Fire Co.**  
Station: 60

Location: <b>323 Hamlet DR Chalfont PA 18914</b>	Incident Type: <b>746 - Carbon monoxide detector activation, no CO</b>
Lat/Long: <b>N 40° 17' 12.37" W 75° 14' 54.89"</b>	FDID: <b>09060</b> Incident #: <b>2020-11521</b> Exposure ID: <b>50197031</b> Exposure #: <b>0</b> Incident Date: <b>08/06/2020</b>
Zone: <b>NEBT - New Britain Township</b> Location Type: <b>1 - Street address</b> Map Page: <b>60-41</b>	

<b>Report Completed by:</b>	Mekel , Robert J	<b>ID:</b> MEKE01	<b>Date:</b> 08/06/2020
<b>Report Reviewed by:</b>	Mekel , Robert J	<b>ID:</b> MEKE01	<b>Date:</b> 08/06/2020
<b>Report Printed by:</b>	Mekel , Robert J	<b>ID:</b> MEKE01	<b>Date:</b> 9/14/2020 <b>Time:</b> 18:33

Structure Type:	Property Use: <b>419 - 1 or 2 family dwelling</b>		
Automatic Extinguishment System Present: <input type="checkbox"/>	Detectors Present: <input type="checkbox"/>	Cause of Ignition:	
Aid Given or Received:	<b>Automatic aid received</b>	Primary action taken:	<b>00 - Action taken, other</b>
<b>Losses</b>	<b>Pre-Incident Values</b>		
Property:	Property:	Civilian Injuries: <b>0</b>	Fire Service Injuries: <b>0</b>
Contents:	Contents:	Civilian Fatalities: <b>0</b>	Fire Service Fatalities: <b>0</b>
Total:	Total:	Total Casualties: <b>0</b>	Total Fire Service Casualties: <b>0</b>
Total # of apparatus on call:	<b>1</b>	Total # of personnel on call:	<b>4</b>

<b>Special Studies</b>	
<b>COVID 19 was a factor in this incident,</b>	Unknown.

<b>Neighboring Agencies</b>
<b>Agency Name:</b> Chalfont Fire Company
<b>Agency ID:</b> 09034
<b>Agency Type:</b> Fire

<b>NARRATIVE (1)</b>
<b>Narrative Title:</b> n/a
<b>Narrative Author:</b> Mekel , Robert
<b>Narrative Date:</b> 08/06/2020 08:47:06
<b>Narrative Apparatus ID:</b> n/a
<b>Narrative:</b> Arrived on scene to find generators running out side due to no power to house genator was up near garage door, checked house 8PPm in house 30 PPM in garage. moved generator vented house 0 readings company available



## New Britain Township

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

## Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2020-10891-5	08/31/2020	1456 FERRY ROAD STE 704	Accessibility Permit	Residential	Approved
2020-10757-B1	08/25/2020	95 BARCLAY ROAD	Building	Residential	Approved
2020-10766-B2	08/21/2020	70 KELLER ROAD	Building	Residential	Approved
2020-10827-B2	08/18/2020	323 HAMLET DRIVE	Building	Residential	Approved
2020-10838-B2	08/07/2020	31 NEW GALENA ROAD	Building	Residential	Approved
2020-10845-B1	08/10/2020	110 DEVON ROAD	Building	Residential	Approved
2020-10862-B2	08/07/2020	453 NEW GALENA ROAD	Building	Residential	Approved
2020-10872-B2	08/03/2020	425 OLD IRON HILL ROAD	Building	Residential	Closed
2020-10876-B2	08/18/2020	113 HAMPSHIRE DRIVE	Building		Approved
2020-10877-B2	08/18/2020	539 MEADOW ROAD	Building		Approved
2020-10888-B2	08/05/2020	208 WILLOW WOOD DRIVE	Building	Residential	Approved
2020-10890-B2	08/07/2020	114 HAINES COURT	Building	Residential	Approved
2020-10891-B1	08/31/2020	1456 FERRY ROAD STE 704	Building	Residential	Approved
2020-10896-B2	08/20/2020	149 KING ROAD	Building		Approved
2020-10911-B1	08/07/2020	117 DOLLY LANE	Building	Residential	Approved
2020-10920-B2	08/17/2020	81 CURLEY MILL ROAD	Building	Residential	Closed
2020-10921-B2	08/21/2020	302 OLD LIMEKILN ROAD	Building	Residential	Approved
2020-10925-B1	08/12/2020	520 WINDSOR COURT	Building	Residential	Approved
2020-10932-B1	08/18/2020	1066 FERRY ROAD	Building		Approved
2020-10951-B1	08/28/2020	104 MADIGAN WAY	Building	Residential	Approved
2020-10954-B1	08/26/2020	35 LIMEKILN ROAD	Building	Residential	Approved



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2020-10965-B1	08/31/2020	122 PEGGY LANE	Building	Residential	Approved
2020-10757-E2	08/25/2020	95 BARCLAY ROAD	Electrical	Residential	Approved
2020-10845-E2	08/10/2020	110 DEVON ROAD	Electrical	Residential	Approved
2020-10872-E3	08/03/2020	425 OLD IRON HILL ROAD	Electrical		Approved
2020-10876-E3	08/18/2020	113 HAMPSHIRE DRIVE	Electrical		Approved
2020-10877-E3	08/18/2020	539 MEADOW ROAD	Electrical	Residential	Approved
2020-10883-E1	08/03/2020	274 CALLOWHILL ROAD	Electrical	Residential	Closed
2020-10890-E3	08/07/2020	114 HAINES COURT	Electrical	Residential	Approved
2020-10891-E2	08/31/2020	1456 FERRY ROAD STE 704	Electrical	Residential	Approved
2020-10914-E1	08/11/2020	106 BARRY ROAD	Electrical		Approved
2020-10920-E3	08/17/2020	81 CURLEY MILL ROAD	Electrical	Residential	Closed
2020-10921-E3	08/21/2020	302 OLD LIMEKILN ROAD	Electrical	Residential	Approved
2020-10923-E1	08/17/2020	474 NEW GALENA ROAD	Electrical	Residential	Approved
2020-10924-E1	08/17/2020	218 W FAIRWOOD DRIVE	Electrical	Residential	Approved
2020-10928-E1	08/20/2020	715 HARVEST HILL DRIVE	Electrical	Residential	Approved
2020-10939-E1	08/31/2020	527 W BUTLER AVENUE	Electrical	Commercial	Approved
2020-10941-E1	08/19/2020	11 KELLER ROAD	Electrical	Residential	Approved
2020-10942-E1	08/21/2020	214 PEBBLE COURT	Electrical	Residential	Approved
2020-10944-E1	08/20/2020	1702 UPPER STATE ROAD	Electrical	Residential	Approved
2020-10951-E2	08/28/2020	104 MADIGAN WAY	Electrical	Residential	Approved
2020-10891-M4	08/31/2020	1456 FERRY ROAD STE 704	Mechanical	Residential	Approved





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2020-10926-M1	08/13/2020	530 AIRY AVENUE	Mechanical		Approved
2020-10927-M1	08/14/2020	104 RUTH LANE	Mechanical		Approved
2020-10933-M1	08/18/2020	55 CALLOWHILL ROAD	Mechanical	Residential	Approved
2020-10934-M1	08/18/2020	55 CALLOWHILL ROAD	Mechanical	Residential	Approved
2020-10940-M1	08/20/2020	1036 NEW GALENA ROAD	Mechanical	Residential	Approved
2020-10960-M1	08/27/2020	617 N LIMEKILN PIKE	Mechanical	Residential	Approved
2020-10964-M1	08/28/2020	396 KING ROAD	Mechanical	Residential	Closed
2020-10890-P4	08/07/2020	114 HAINES COURT	Plumbing	Residential	Approved
2020-10891-P3	08/31/2020	1456 FERRY ROAD STE 704	Plumbing	Residential	Approved
2020-10929-P1	08/14/2020	55 CALLOWHILL ROAD	Plumbing	Residential	Approved
2020-10942-P2	08/21/2020	214 PEBBLE COURT	Plumbing	Residential	Approved
2020-10930-RO1	08/14/2020	563 MALLARD DRIVE	Road Occupancy	Residential	Approved
2020-10931-RO1	08/18/2020	NEW GALENA ROAD	Road Occupancy	Residential	Approved
2020-10948-RO1	08/20/2020	102 WILLIAMSON COURT	Road Occupancy	Residential	Closed
2020-10957-RO1	08/26/2020	102 CORNWALL DRIVE	Road Occupancy	Residential	Approved
2019-10031-UO1	08/17/2020	114 SHADY HILL DRIVE	Use & Occupancy	Residential	Closed
2020-10492-UO6	08/21/2020	2240 SWAMP ROAD	Use & Occupancy	Residential	Closed
2020-10644-UO1	08/19/2020	300 PHEASANT RUN DRIVE	Use & Occupancy	Residential	Closed
2020-10777-UO1	08/04/2020	123 NORTH LANE	Use & Occupancy	Residential	Closed
2020-10779-UO1	08/11/2020	509 REMINGTON COURT	Use & Occupancy	Residential	Approved
2020-10781-UO1	08/12/2020	203 LOCH ALSH DRIVE	Use & Occupancy	Residential	Approved



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2020-10806-U01	08/11/2020	5 PATRICIA CIRCLE	Use & Occupancy	Residential	Approved
2020-10841-U01	08/27/2020	502 NEW GALENA ROAD	Use & Occupancy	Residential	Closed
2020-10842-U01	08/12/2020	99 OLD LIMEKILN ROAD	Use & Occupancy	Residential	Approved
2020-10863-U01	08/11/2020	7 COUNTRY VIEW LANE	Use & Occupancy	Residential	Approved
2020-10864-U01	08/25/2020	46 PASTURE LANE	Use & Occupancy	Residential	Closed
2020-10866-U01	08/12/2020	306 NOTTINGHAM PLACE	Use & Occupancy	Residential	Approved
2020-10867-U01	08/17/2020	854 MYERS ROAD	Use & Occupancy	Residential	Closed
2020-10868-U01	08/12/2020	112 RICHARD DRIVE	Use & Occupancy	Residential	Approved
2020-10879-U01	08/10/2020	202 OVERLOOK DRIVE	Use & Occupancy	Residential	Approved
2020-10886-U01	08/19/2020	101 WHITE TAIL COURT	Use & Occupancy	Residential	Closed
2020-10887-U01	08/26/2020	117 BARBERRY CT	Use & Occupancy	Residential	Closed
2020-10897-U01	08/25/2020	423 ANTHEM WAY	Use & Occupancy	Residential	Closed
2020-10898-U01	08/25/2020	708 ANTHEM WAY	Use & Occupancy	Residential	Closed
2020-10899-U01	08/25/2020	802 ANTHEM WAY	Use & Occupancy	Residential	Closed
2020-10900-U01	08/25/2020	902 ANTHEM WAY	Use & Occupancy	Residential	Closed
2020-10901-U01	08/25/2020	912 ANTHEM WAY	Use & Occupancy	Residential	Closed
2020-10902-U01	08/25/2020	1010 ANTHEM WAY	Use & Occupancy	Residential	Closed
2020-10903-U01	08/25/2020	1219 ANTHEM WAY	Use & Occupancy	Residential	Closed
2020-10915-U02	08/26/2020	102 WILLIAMSON COURT	Use & Occupancy	Residential	Closed
2020-10916-U01	08/26/2020	2201 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2020-10936-U01	08/28/2020	213 HAMPSHIRE DRIVE	Use & Occupancy	Residential	Closed



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2020-10943-U01	08/31/2020	512 AIRY AVENUE	Use & Occupancy		Closed
2020-10671-Z1	08/11/2020	15 PASTURE LANE	Zoning	Residential	Approved
2020-10698-Z1	08/21/2020	209 CREEK ROAD	Zoning	Residential	Approved
2020-10706-Z1	08/11/2020	289 SELLERSVILLE ROAD	Zoning	Residential	Approved
2020-10710-Z1	08/24/2020	342 OLD LIMEKILN ROAD	Zoning	Residential	Approved
2020-10766-Z1	08/20/2020	70 KELLER ROAD	Zoning	Residential	Approved
2020-10876-Z1	08/11/2020	113 HAMPSHIRE DRIVE	Zoning	Residential	Approved
2020-10888-Z1	08/04/2020	208 WILLOW WOOD DRIVE	Zoning	Residential	Approved
2020-10890-Z1	08/06/2020	114 HAINES COURT	Zoning	Residential	Approved
2020-10892-Z1	08/06/2020	429-459 W BUTLER AVENUE	Zoning	Commercial	Approved
2020-10893-Z1	08/06/2020	309 DOROTHY LANE	Zoning	Residential	Approved
2020-10895-Z1	08/20/2020	35 FERRY ROAD	Zoning	Residential	Approved
2020-10896-Z1	08/12/2020	149 KING ROAD	Zoning	Residential	Approved
2020-10917-Z1	08/11/2020	36 PASTURE LANE	Zoning	Residential	Approved
2020-10919-Z1	08/12/2020	4275 COUNTY LINE ROAD	Zoning	Commercial	Approved
2020-10920-Z1	08/12/2020	81 CURLEY MILL ROAD	Zoning	Residential	Closed
2020-10921-Z1	08/11/2020	302 OLD LIMEKILN ROAD	Zoning	Residential	Approved
2020-10949-Z1	08/26/2020	142 KING ROAD	Zoning	Residential	Approved
2020-10967-Z1	08/31/2020	22 SKYLINE DRIVE	Zoning	Residential	Approved
2020-10968-Z1	08/31/2020	111 DOLLY LANE	Zoning	Residential	Approved
2020-10969-Z1	08/31/2020	4275 COUNTY LINE ROAD	Zoning	Commercial	Approved

**August 2020 MONTHLY REPORT  
NEW BRITAIN TOWNSHIP POLICE DEPARTMENT**

	Aug-20	YTD-20	Aug-19	YTD-19
<b>HOMICIDE</b>	0	0	0	0
<b>RAPE</b>	0	0	0	0
<b>ROBBERY</b>	0	0	0	0
<b>ASSAULT</b>	0	7	2	8
AGGRAVATED	0	0	0	1
SIMPLE	0	7	2	7
<b>DOMESTIC VIOLENCE</b>	0	0	0	0
<b>BURGLARIES</b>	1	3	0	0
COMMERCIAL	0	1	0	0
RESIDENTIAL	1	2	0	0
<b>FRAUD</b>	3	19	3	23
<b>THEFT</b>	6	30	4	26
COMMERCIAL	1	2	0	3
RESIDENTIAL	1	4	0	6
FROM VEHICLE	0	2	0	1
BICYCLE	0	1	0	1
RETAIL	0	10	3	5
OTHER	4	15	1	10
<b>DISTURBANCE</b>	26	124	17	171
<b>HARASSMENT DISORDERLY</b>	2	5	1	13
<b>SEXUAL ASSAULT</b>	0	1	0	0
<b>STOLEN VEHICLE</b>	0	3	0	1
<b>VEHICLES RECOVERED:</b>	0	2	0	0
BY OUR DEPT	0	2	0	0
BY ANOTHER DEPT	0	0	0	0
<b>ARSON</b>	0	0	0	0
<b>VANDALS/GRIM/MISCHIEF</b>	1	7	2	10
<b>MOOTOR VEH ACCIDENTS</b>	21	121	20	176
NON REPORTABLE	12	81	14	107
REPORTABLE	9	29	6	66
ACCIDENT INVOLVING INJURY	4	19	2	34
ACCIDENTS INV PROP DAMAGE	2	22	5	25
ACCIDENT INVOLVING DEATH	0	0	0	1
<b>MISSING PERSONS</b>	0	2	2	12
JUVENILES	0	1	0	7
ADULTS	0	1	2	5
<b>ALARMS</b>	31	243	31	282
FOUNDED	0	0	0	0
UNFOUNDED	26	200	26	235
FIRE	8	44	5	47

ASSISTS	27	180	25	198
FIRE	5	222	4	29
OTHER POLICE	22	158	21	169
MEDICAL EMERGENCY	311	324	49	342
DEATH INVESTIGATION	2	7	0	10
DOMESTIC SITUATION	13	31	5	52
CITATIONS ISSUED	77	329	76	506
WARNING ISSUED	117	306	80	544
PARKING TICKETS	0	17	0	21
ASSIST DISABLED	5	40	5	40
ASSIST PUBLIC	15	99	19	113
ANIMAL COMPL	6	53	6	57
STRUCK DEER	3	17	10	34
SUSP PERSON/VEH	30	132	13	150
TOTAL INCIDENTS	682	2,738	537	4,164
TOTAL MILES	9,613	75,552	12,259	82,324
TOTAL GAS	0	0	428	2,377
# PERSONS ARRESTED	11	45	8	54
ADULTS	7	42	8	50
JUVENILES	4	5	0	4
DUI ARREST	2	12	4	28
DRUG VIOLATION	5	13	0	8
PUBLIC DRUNKENESS	0	2	0	0

**\*\*Burglary was attempted**

# NEW BRITAIN TOWNSHIP DEPARTMENTAL REPORT

## AUGUST / 2020

- DRAINAGE:** Tropical Storm Isaias come through in the beginning of the month causing widespread flooding and down trees. Several roads were closed during the storm. The new culverts on Sellersville Rd. and Walters Rd. sustained damage from the flooding. Walters Rd. will remain closed indefinitely until repairs can be made. Sellersville Rd. was reduced to one lane at the culvert, but remains open to traffic.
- PATCHING:** We scratched/ paved Cheeseactory Rd. from Creek Rd. to Shrine entrance and Old Iron Hill Rd. between Creek Rd. and Ferry Rd.
- STREET SIGNS:** Most of these hours where for line painting traffic legends, stop bars and cross walks.
- TWP. PROPERTY:** We continue to maintain all parks, ballfields, and open spaces daily.
- OTHER:** We held a Food Drive On Saturday August 29<sup>th</sup> , to help out those in need, while we continue to deal with Covid-19. We collected 860 lbs. of non-perishable items and \$200 cash.

### HOURS

<b>DRAINAGE:</b>	<b>205</b>	<b>HRS.</b>
<b>PATCHING:</b>	<b>184</b>	<b>HRS.</b>
<b>STREET SIGNS:</b>	<b>49.5</b>	<b>HRS.</b>
<b>EQUIP. MAINT:</b>	<b>110.5</b>	<b>HRS.</b>
<b>TWP. PROP. MAINT:</b>	<b>217.5</b>	<b>HRS.</b>
<b>BALLFIELDS:</b>	<b>13.5</b>	<b>HRS.</b>
<b>OTHER:</b>	<b>89.5</b>	<b>HRS.</b>

**ORDINANCE NO. 2020-09-03**

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

**WHEREAS**, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

**WHEREAS**, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated March 24, 2008; and

**WHEREAS**, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

**WHEREAS**, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township’s and meet the current and future cable-related needs of its residents; and

**WHEREAS**, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; and

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

**WHEREAS**, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein; and

**WHEREAS**, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

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

**ENACTED AND ORDAINED** this 21<sup>st</sup> day of September, 2020.

ATTEST:

TOWNSHIP OF NEW BRITAIN

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Chairman, Board of Supervisors





PRIVILEGED ATTORNEY-  
CLIENT COMMUNICATION

August 3, 2020

Eileen Bradley  
Township Manager/Open Records Officer  
New Britain Township  
207 Park Avenue  
Chalfont, PA 18914

***RE: Executive Summary of Cable Franchise Agreement with Comcast***

Dear Eileen:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for New Britain Township. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Brian Jeter of Comcast. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Township Board of Supervisors.

**1. Franchise Fees (Sections 1(p) and 6)**

Municipalities are entitled under federal law to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenues" for cable services provided within the municipality. The Township currently assesses a five percent (5%) fee and this remains the same in the Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Township's franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a "catch all" item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Comcast has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Township's franchise fees, the

Agreement is intended to maximize the Township's franchise fee revenue. Please note that all franchise fees are passed through to Comcast cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Township on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Township to conduct an independent audit of Comcast's records to determine whether Comcast has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Comcast must pay the underpaid amount plus ten percent (10%) interest on the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by five percent (5%) or more, then Comcast also must contribute up to \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one of Comcast's three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the Township would be reduced. Section 6.5 of the Agreement states that "allocation of revenue shall not be structured for the purpose of evading franchise fees applicable to cable services."

## **2. Customer Service Standards (Section 4)**

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Comcast to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Comcast may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;

- Requirements to be met prior to disconnecting service;
- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

### **3. Right-of-Way Protections (Section 3)**

The Agreement provides many protections of the Township's public rights-of-way. For example, Comcast agreed to repair any damage to public or private property by Comcast or any of its contractors or subcontractors within 20 business days. In addition, the Agreement includes safety standards, the provision of service area maps to the Township upon request, requirements for disconnection and relocation of Comcast's wires and equipment, removal of equipment in the event of an emergency, and the need for Township approval for cutting down any trees in the public rights-of-way.

### **4. Reporting Requirements (Sections 5.7 and 6.3)**

The Agreement includes four reporting requirements to the Township to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, upon written request, Comcast must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Comcast's operation of the cable system that is within Comcast's control and requires a corrective measure. In addition and upon request, the Township may obtain from Comcast specific information regarding service repair requests and service interruptions.

Third and finally, Comcast must, upon written request, provide to the Township copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the Township.

### **5. Cable System Requirements and Service Area (Section 3)**

The Agreement provides technical requirements for the cable system serving the Township. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon request, report to the Township regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Comcast make cable service available to every area in which there is a minimum of 25 residential dwelling units per linear aerial plant mile (50 units per mile underground) subject to certain conditions. Any home that is within 275 feet from Comcast's main distribution line is considered a "dwelling unit." Upon Township request, Comcast must conduct a survey to determine the number of dwelling units per mile in the requested area. Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Comcast must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

## **6. Educational and Governmental ("EG") Channel (Section 7.2)**

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, Comcast provides a single educational and/or governmental ("EG") channel to be used for programming related to educational and/or governmental activities. The Township or its designee would have complete control over the content, scheduling, and administration of the channel, and the Township may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Comcast will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. Comcast is required to cablecast the EG channel to all Comcast subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels.

## **7. EG Capital Grant (Section 7.3)**

The Agreement also requires Comcast to provide the Township with a cash franchise grant to be used for capital expenses "in support of the production of local EG programming." The grant is to be paid to the Township within three months of the effective date of the Agreement. The grant amount negotiated for the Township is \$11,500 based on applicable factors. Comcast reserves the right as allowed by law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

## **8. Services to Community Facilities (Section 7.1)**

The Agreement requires Comcast to provide Basic level television service to various public buildings, including the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Notwithstanding the foregoing, the FCC Section 621 Report and Order of September 2019 ("Order") has injected a major new restriction that previously did not exist. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to

public buildings” may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.<sup>1</sup>

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the “rate card” value of those services; (2) discontinue all the services and continue receiving franchise fees at their current level; or (3) terminate the service to certain buildings and reduce franchise fees by the value of the reduced service. These options are reflected in Section 7.1 of the Agreement. Comcast must notify the Township regarding the amount of the monthly fee for each facility. The Township will then have 30 days to notify Comcast of its decision to opt for either (1), (2), or (3) above with respect to each facility.

Please note that the FCC Order is being challenged in court by many municipalities and local government associations around the country. These appeals have been consolidated in the Sixth Circuit Court of Appeals and are currently being briefed. The Agreement states that, if the Order is reversed on final appeal, then Comcast will discontinue any charge for such cable services and will thereafter provide such services to public buildings on a complimentary basis.

## **9. Liquidated Damages for Violations (Section 8.2)**

Once Comcast has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the Township to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as “liquidated damages,” in the amount of \$250 per day for each violation of the Agreement. The Township may assess such monetary fines after providing Comcast with written notice and allowing Comcast forty-five (45) days to correct the violation, unless the nature of the violation is such that it cannot be cured within forty-five (45) days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the Township may commence revocation proceedings or initiate a lawsuit.

## **10. Performance Bond (Section 8.4)**

Comcast also agreed to obtain and maintain a performance bond running to the Township in the amount of \$25,000 during the franchise term. The performance bond will help to ensure Comcast’s faithful performance of its obligations under the Agreement, including any recovery of liquidated or compensatory damages.

## **11. Length of Franchise Term (Section 2.2)**

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<sup>1</sup> For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. We know from our extensive dealings with Comcast over the past 22 years that this is a policy position from which Comcast will not deviate.

## **12. Competitive Equity Provision (Section 2.6)**

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The Township may award more than one franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as “level playing field” provision, in the Agreement. These provisions relate to the prospect of another cable operator providing cable services in the Township in the future.

The competitive equity provision negotiated with Comcast states that, if the Township grants another cable franchise and the material terms of the new franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Comcast, then Comcast may request an amendment to this Agreement to include such favorable terms. Only if the Township agrees with Comcast that there is a lack of competitive equity will the Township and Comcast enter into discussions to amend the Agreement. This provision keeps control with the Township and assesses the Agreement in the aggregate rather than on an issue-by-issue basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

*Phillip M. Fraga*

Phillip M. Fraga

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**NEW BRITAIN TOWNSHIP**

**AND**

**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

With assistance from:

Cohen Law Group  
413 South Main Street - Third Floor  
Pittsburgh, PA 15238  
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**TABLE OF CONTENTS**

	<b>Page</b>
SECTION 1	DEFINITIONS.....2
SECTION 2	GRANT OF FRANCHISE.....5
2.1	GRANT OF AUTHORITY .....5
2.2	TERM OF FRANCHISE.....6
2.3	REPRESENTATIONS AND WARRANTIES .....6
2.4	NON-EXCLUSIVITY.....6
2.5	FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS.....6
2.6	COMPETITIVE EQUITY.....6
SECTION 3	SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE .....7
3.1	TECHNICAL REQUIREMENT .....7
3.2	AREA TO BE SERVED .....7
3.3	CABLE SYSTEM SPECIFICATIONS .....8
3.4	SYSTEM TESTS .....9
3.5	EMERGENCY ALERT SYSTEM .....9
3.6	SERVICES FOR SUBSCRIBERS WITH DISABILITIES .....9
3.7	SERVICE TO MULTIPLE DWELLING UNITS ("MDU'S").....9
3.8	REPAIRS AND RESTORATION .....9
3.9	SERVICE AREA MAPS.....10
3.10	DISCONNECTION AND RELOCATION .....11
3.11	EMERGENCY REMOVAL OF EQUIPMENT .....11
3.12	TREE TRIMMING .....11
3.13	CHANNEL CAPACITY .....12
3.14	BROADCAST CHANNELS .....12
3.15	SIGNAL SCRAMBLING .....12
3.16	CONTINUITY OF SERVICE.....12
SECTION 4	SUBSCRIBER SERVICE STANDARDS .....13
4.1	OFFICE HOURS AND TELEPHONE AVAILABILITY.....13
4.2	INSTALLATIONS AND SERVICE CALLS.....13
4.3	NOTICES .....13
4.4	BILLING .....14
4.5	SUBSCRIBER COMPLAINT PROCEDURES .....14
4.6	DISCONNECTION.....15



	4.7	SERVICE INTERRUPTIONS .....	16
	4.8	PRIVACY .....	16
SECTION 5		REGULATION BY THE TOWNSHIP .....	16
	5.1	RIGHT TO INSPECT .....	16
	5.2	RIGHT TO CONDUCT COMPLIANCE REVIEW .....	17
	5.3	RESERVED AUTHORITY .....	17
	5.4	POLICE POWERS .....	17
	5.5	NO LIMITATION ON TAXING OR FEE AUTHORITY .....	17
	5.6	PERMITS .....	17
	5.7	REPORTING .....	17
SECTION 6		COMPENSATION TO THE TOWNSHIP .....	19
	6.1	FRANCHISE FEES .....	19
	6.2	QUARTERLY PAYMENTS .....	19
	6.3	QUARTERLY REPORTS .....	19
	6.4	FRANCHISE FEE REVIEW .....	20
	6.5	BUNDLED SERVICES .....	20
SECTION 7		SERVICES TO THE COMMUNITY .....	21
	7.1	SERVICES TO COMMUNITY FACILITIES .....	21
	7.2	EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL .....	21
	7.3	EG CAPITAL GRANT .....	23
SECTION 8		ENFORCEMENT, INSURANCE AND INDEMNIFICATION .....	23
	8.1	VIOLATIONS AND OPPORTUNITY TO CURE .....	23
	8.2	LIQUIDATED DAMAGES .....	24
	8.3	REVOCATION .....	24
	8.4	PERFORMANCE BOND .....	25
	8.5	INSURANCE .....	25
	8.6	INDEMNIFICATION .....	26
SECTION 9		MISCELLANEOUS .....	26
	9.1	FORCE MAJEURE .....	26
	9.2	REMOVAL OF SYSTEM .....	27
	9.3	NOTICES .....	27
	9.4	EQUAL EMPLOYMENT OPPORTUNITY .....	27
	9.5	CAPTIONS .....	27
	9.6	GOVERNING LAW; VENUE .....	27

9.7	TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL .....	27
9.8	ENTIRE AGREEMENT .....	29
9.9	SEPARABILITY .....	29
9.10	NO WAIVER OF RIGHTS .....	29
9.11	CHANGE OF LAW .....	30
9.12	COMPLIANCE WITH LAWS .....	30
9.13	THIRD PARTY BENEFICIARIES .....	30
9.14	APPLICABILITY OF AGREEMENT .....	30
EXHIBIT A - LOCATIONS FOR COURTESY CABLE TELEVISION SERVICE .....		32
EXHIBIT B - EXISTING REMOTE ORINATION POINT(S) .....		33

## **CABLE FRANCHISE AGREEMENT**

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between New Britain Township, a municipality located in Bucks County, Pennsylvania (hereinafter referred to as the “Township” and “Comcast of Southeast Pennsylvania, LLC” (hereinafter referred to as “Comcast”).

**WHEREAS**, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

**WHEREAS**, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated March 24, 2008 and

**WHEREAS**, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

**WHEREAS**, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township’s and meet the current and future cable-related needs of its residents; and

**WHEREAS**, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; and

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

**WHEREAS**, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

**WHEREAS**, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

**SECTION 1**  
**DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's

control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;

- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Service;
- (11) inside wire maintenance fees for Cable Service;
- (12) service plan protection fees for Cable Service;
- (13) convenience fees;
- (14) early termination fees on Cable Service;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Service;
- (23) billing and collection fees on Cable Service;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”).

(q) Leased Access or Commercial Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(r) Multiple Dwelling Units or MDU’s - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(s) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(t) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(u) Outlet - An interior receptacle that connects a television set to the Cable System.

(v) Public Buildings - shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(w) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(x) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(y) Service Interruption - The loss of picture or sound on all Cable Service channels.

(z) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

## **SECTION 2** **GRANT OF FRANCHISE**

### **2.1 GRANT OF AUTHORITY**

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way. Nothing

herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

## **2.2 TERM OF FRANCHISE**

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

## **2.3 REPRESENTATIONS AND WARRANTIES**

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

## **2.4 NON-EXCLUSIVITY**

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

## **2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS**

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolutions of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

## **2.6 COMPETITIVE EQUITY**

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.



(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or other authorization to provide similar wired video services is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

### **SECTION 3**

#### **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

#### **3.1 TECHNICAL REQUIREMENT**

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

#### **3.2 AREA TO BE SERVED**

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within two hundred seventy-five (275) feet of the

nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

### **3.3 CABLE SYSTEM SPECIFICATIONS**

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

### **3.4 SYSTEM TESTS**

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

### **3.5 EMERGENCY ALERT SYSTEM**

Comcast shall comply with the Emergency Alert System requirements of the FCC.

### **3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES**

Comcast shall comply with all applicable federal regulations, including the Communications Act, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

### **3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")**

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

### **3.8 REPAIRS AND RESTORATION**

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause

proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

### **3.9 SERVICE AREA MAPS**

Upon thirty (30) days written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and

only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

### **3.10 DISCONNECTION AND RELOCATION**

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way including with respect to potential reimbursement of costs.

### **3.11 EMERGENCY REMOVAL OF EQUIPMENT**

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

### **3.12 TREE TRIMMING**

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

### **3.13 CHANNEL CAPACITY**

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

### **3.14 BROADCAST CHANNELS**

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

### **3.15 SIGNAL SCRAMBLING**

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

### **3.16 CONTINUITY OF SERVICE**

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

## **SECTION 4** **SUBSCRIBER SERVICE STANDARDS**

### **4.1 TELEPHONE AVAILABILITY**

(a) Comcast shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

#### **4.2 INSTALLATIONS AND SERVICE CALLS**

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

#### **4.3 NOTICES**

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically and by any other reasonable means through which notifications are provided to customers.

#### **4.4 BILLING**

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

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

#### **4.5 SUBSCRIBER COMPLAINT PROCEDURES**

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall



include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, timely disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

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

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

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

#### **4.6 DISCONNECTION**

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

#### **4.7 SERVICE INTERRUPTIONS**

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of a written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

#### **4.8 PRIVACY**

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

### **SECTION 5** **REGULATION BY THE TOWNSHIP**

#### **5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION**

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality

subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

## **5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW**

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

## **5.3 RESERVED AUTHORITY**

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

## **5.4 POLICE POWERS**

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

## **5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY**

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

## **5.6 PERMITS**

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

## **5.7 REPORTING**

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

### **(a) Subscriber Complaint Reports**

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

### **(b) Government Reports**

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has

submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

## **SECTION 6**

### **COMPENSATION TO THE TOWNSHIP**

#### **6.1 FRANCHISE FEES**

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

#### **6.2 QUARTERLY PAYMENTS**

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

#### **6.3 QUARTERLY REPORTS**

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

#### **6.4 FRANCHISE FEE REVIEW**

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

#### **6.5 BUNDLED SERVICES**

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to cable services.

**SECTION 7**  
**SERVICES TO THE COMMUNITY**

**7.1 SERVICES TO COMMUNITY FACILITIES**

(a) Comcast shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Township in writing regarding the amount of the monthly service fee for each account based on fair market value. The Township shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Township may upgrade the level of cable service received at then current rate card prices for the higher level of service. The Township may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the Township shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is within 125 feet of existing Comcast cable distribution plant.

**7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL**

(a) Comcast shall continue to make available the use of one (1) Educational (Central Bucks School District) and Governmental (New Britain Township) Access Channel ("EG") in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township and School District to continue to utilize the EG Channel, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from locations identified in Exhibit B and be distributed via the Cable System to Subscribers in the Township. This fiber link and equipment

shall be collectively known as the "Return Line." Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channel so long as the Township provides Comcast with access to such locations and access to the E Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any E channel programmer.

(d) Any expenditure made in connection with the construction of the Return Lines shall be at the expense of the Township or designee. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment, and E capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The Township and Comcast agree to work cooperatively in implementing the E channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township's or designee expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original E origination site in this Section; and (ii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by Township. If the Township approves Comcast's use of an EG Channel and, subsequent to such approval, the Township requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.

(i) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that



Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days advance written notice of any change in EG Channel assignments.

(h) Subject to the procedures related to the determination and recovery of fair market value of this service referenced in Section 7.1, Comcast shall provide at each E origination site one complimentary cable drop and digital basic service package (or equivalent), plus any other tier of service that includes E Channels, including converter box, digital adapter, and other end user equipment, for purposes of monitoring the E programming content transmitted over the Cable System.

### **7.3 EG CAPITAL GRANT**

Comcast shall provide the Township with a one-time EG capital grant to be used in support of the production of local Education and/or Government Channel programming. The EG capital grant shall be in the amount of eleven thousand five hundred (\$11,500) dollars. Such grant shall be paid within ninety (90) days of the Effective Date and upon written request of the Township. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

## **SECTION 8** **ENFORCEMENT, INSURANCE AND INDEMINIFICATION**

### **8.1 VIOLATIONS AND OPPORTUNITY TO CURE**

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township’s judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages in accordance with this Section 8.

## **8.2 LIQUIDATED DAMAGES**

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred and Fifty (\$250.00) Dollars per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

## **8.3 REVOCAION**

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall

be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

#### **8.4 PERFORMANCE BOND**

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

#### **8.5 INSURANCE**

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

## **8.6 INDEMNIFICATION**

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

## **SECTION 9** **MISCELLANEOUS**

### **9.1 FORCE MAJEURE**

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

### **9.2 REMOVAL OF SYSTEM**

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to

their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

### **9.3 NOTICES**

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Attention: Township Manager  
Township Office  
207 Park Avenue  
Chalfont, PA 18914

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC  
55 Industrial Drive  
Ivyland, PA 18974  
Attention: Government Affairs Department

With copies to:

One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2838  
Attention: Legal Department/Franchise

AND

Comcast  
Northeast Division  
676 Island Pond Road  
Manchester, NH 03109  
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **9.4 EQUAL EMPLOYMENT OPPORTUNITY**

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

#### **9.5 CAPTIONS**

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

#### **9.6 GOVERNING LAW; VENUE**

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, Montgomery County or in the United States District Court for the Eastern District of Pennsylvania.

#### **9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL**

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

## **9.8 ENTIRE AGREEMENT**

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

## **9.9 SEPARABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

## **9.10 NO WAIVER OF RIGHTS**

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

**9.11 CHANGE OF LAW**

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

**9.12 COMPLIANCE WITH LAWS**

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

**9.13 NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

**9.14 APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2020 of the Township.

**WITNESS** our hands and official seals to this Cable Franchise Agreement.

**NEW BRITAIN TOWNSHIP**

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

Name: \_\_\_\_\_

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

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



**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

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

Name: James Samaha

Title: Senior Vice President – Freedom Region

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

**EXHIBIT A - LOCATIONS FOR COURTESY CABLE TELEVISION SERVICE**

The Township will provide an updated address list of locations pursuant to Section 7.1.

**EXHIBIT B - EXISTING REMOTE ORIGINATION POINT(S)**

Education Access Channel  
Central Bucks School District  
Central Bucks South High School  
1100 Folly Road  
Warrington, PA 18976

Government Access Channel  
Township Administration Building  
207 Park Avenue  
Chalfont, PA 18914

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 # **26-004-042**

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## **DECLARATION OF NATURAL RESOURCE PROTECTION EASEMENT**

***THIS DECLARATION OF NATURAL RESOURCE PROTECTION EASEMENT*** is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by **CASADONTI HOMES, INC.** with a mailing address of P.O. Box 5 Chalfont, PA 18914 (hereinafter referred to as "***Declarant***").

### **BACKGROUND**

A. Declarant is the owner of a residential lot consisting of approximately 3.405 acres, located at 109 King Road, New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-004-042 (hereinafter referred to as the "***Property***").

B. Declarant is seeking approval from New Britain Township to construct a single-family dwelling with associated improvements (hereinafter referred to as the "***Project***"), on the Property pursuant to plans entitled Permit Plan, as prepared by Holmes Cunningham LLC, consisting of two (2) sheets, dated May 7, 2020, last revised June 11, 2020 (hereinafter referred to as the "***Plan***").

C. The Property contains natural resources including, but not limited to, steep slopes and agricultural soils; all of which are required to be fully or partially conserved under the Township Zoning Ordinance.

D. In accordance with Township Zoning requirements, the Plan provides for a Conservation Easement on and across the Property, as shown on the Plan, and as more specifically set forth herein, to permanently protect and preserve these natural resources.

E. It is the intention of Declarant, for itself, its heirs, successors and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the Property, for the benefit of New Britain Township, and its heirs, successors, and assigns.

***NOW, THEREFORE***, in consideration of the foregoing and for the nominal sum of One Dollar (\$1.00), and intending to be legally bound, Declarant hereby binds and encumbers the Property with the following covenants, easements, conditions, and restrictions:

## EASEMENT

1. Declarant hereby places and imposes a Natural Resource Protection Easement "Easement" upon and across portions of the Property as shown on the above-described Plan, and as more particularly denoted as "preserved natural resource areas" on the plan attached hereto and incorporated herein as *Exhibit "A"*.

2. This Easement is created for the benefit of and hereby granted to New Britain Township. The purpose of this Easement is to maintain the natural resource easement areas in their natural condition and to protect these easement areas and surrounding lands from soil erosion, water pollution, and any other disruptions or occurrences that might interfere with the natural, scenic, and/or open space state of the easement areas. The placement or construction of any buildings, structures, or other improvements, including, but not limited to septic systems, roads, or parking lots, is prohibited within these easement areas, and no excavation, depositing, dumping, filling, dredging, or other disturbance of the soil shall occur within the natural resource easement areas. No natural resource as defined in the Zoning Ordinance at the time of execution of this Declaration (lake, pond, watercourse, wetland, wetland margin, riparian buffer, woodlands, steep slopes, agricultural soils, etc.) located within the natural resource easement area shall be intruded into, disturbed, damaged, or destroyed, except as specifically allowed herein.

3. Declarant hereby covenants and agrees to service and maintain the natural resource easement areas in good condition and repair. Declarant shall keep these easement areas free and clear of all trash, debris, and other material that may enter these easement areas and shall be prohibited from storing any materials of any kind within these easement areas.

4. Notwithstanding any of the prohibitions set forth herein: a) the piling and composting of organic and biodegradable materials originating from the Property in furtherance of the residential use of the Property is allowed within the easement area, except upon riparian buffers, watercourses, ponds, lakes, wetlands, or wetland margins; b) landscape plantings are permitted within the easement area so long as such plantings do not violate any Township Ordinance; and c) except upon/within riparian buffers, watercourses, ponds, lakes, wetlands, or wetland margins; fences and/or pervious walking trails may be installed within the easement area, and so long as such installation is approved by the Township and done to minimize the disturbance to the protected natural resources, such as woodlands or steep slopes.

5. Notwithstanding any of the prohibitions set forth herein: a) agricultural soils that do not contain another protected natural resource may be cultivated in accordance with Best Management Practices; and b) the keeping of livestock is permitted within the easement area, except upon riparian buffers, watercourses, ponds, lakes, wetlands, or wetland margins; so long as such use is conducted in accordance with Best Management Practices. As used in this Section:

a. Livestock shall include all cattle, horses, ponies, donkeys, mules, hogs, sheep, goats, rabbits, hares, poultry, and any other similar creatures raised for human use or profit, but shall not include dogs, cats, or similar creatures customarily kept as household pets.

b. Best Management Practices are scientifically-based land management practices, guidelines, or minimum standards (sometimes referred to as BMP's) recommended by federal, state, and/or county resource management agencies concerning the proper application of farming and forestry operations; non-point pollution of water resources; disturbances of soil, water, and vegetative resources; and the protection of wildlife habitats, examples of which are as follows: (1) residential landscaping - the listing of exotic or invasive plants to avoid as published by the Bureau of Forestry of the Pennsylvania Department of Conservation and Natural Resources or The Nature Conservancy; (2) soils, agriculture, and field/meadow management - the Bucks County Conservation District, the Pennsylvania State Agricultural Extension, or the Natural Resource Conservation Service of the United States Department of Agriculture; (3) forestry or woodland management - the Pennsylvania Bureau of Forestry, the Forest Stewardship Council principles and criteria, Sustainable Forestry Initiative standards, Forest Stewardship Plan requirements, and American Tree Farm standards and Best Management Practices for Pennsylvania Forests; (4) soil erosion, sedimentation and water resources - Pennsylvania Department of Environmental Protection; and (5) resource management activities affecting streams or wildlife resources - the standards of the United States Fish and Wildlife Services or the Nature Conservancy.

6. In conjunction with this Easement, Declarant hereby grants New Britain Township right to enter upon this Property at reasonable times to monitor Declarant's compliance with and to otherwise enforce the terms of this Declaration; provided that such entry shall be upon prior reasonable notice to Declarant, and New Britain Township shall not unreasonably interfere with Declarant's use and quiet enjoyment of the Property.

7. In the event that New Britain Township determines that the Easement or easement areas described on the Plan are not operating or functioning properly and/or is not being properly maintained and repaired in accordance with the Plan and/or this Declaration, the Township shall provide written notice to Declarant of the defect. Within fifteen (15) calendar days of this notice, Declarant shall begin any and all maintenance, repair, and restoration work necessary to restore said Easement and/or easement area to its original condition, function, operation, and/or capacity, weather permitting. All such work shall be done in accordance with the Plan and this Declaration. If Declarant fails to maintain, repair, and/or restore said Easement and/or easement area as required by this Declaration, New Britain Township shall have the right to enter onto the Property to perform any necessary maintenance, repair, or restoration.

New Britain Township is authorized to prevent any activity upon or use of the Property that is inconsistent with the requirements or purposes of this Declaration or the Plan. If Declarant violates any provision of this Declaration in any way, New Britain Township shall have the right to require compliance along with the restoration of the easement areas or features of the Property that may have been damaged by such violation.

In addition to the above-listed remedies, New Britain Township may, upon discovery of a breach or violation of this Declaration and/or the Plan by Declarant, cease to issue any permits for the Project, any portion thereof, or any improvement of the Property or portion thereof, and revoke any issued permits related in any way to the breach or violation.

All costs and expenses incurred by New Britain Township in any enforcement action or in the maintenance, repair, or restoration of the Easement or easement area, including, but not limited to, attorney's fees and engineering fees, shall be reimbursed by Declarant. The Township may record such costs and expenses as a municipal lien against the Property and shall have a lien on this Property until the sums expended by New Britain Township have been paid by Declarant.

These enforcements rights coexist with and are in addition to any rights New Britain Township has under law or equity to enforce the terms of this Declaration.

8. Declarant releases New Britain 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 grant of this Declaration to New Britain Township or the exercise of the rights granted herein. Furthermore, Declarant 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.

9. Declarant covenants and agrees to indemnify and hold New Britain Township, its engineer, solicitor, and all other agents, servants, or employees harmless from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from, or as a result of death, accident, injury, loss or damage to any person or any property in or about the Property arising out of Declarant's performance while complying with the terms, conditions, provisions, and requirements of this Declaration. Furthermore, Declarant warrants and shall forever defend against any such claims. This Indemnification, 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 this Declaration is asserted against the Township, its engineer, solicitor, and all other agents, servants, or employees, the Township shall promptly notify Declarant, and Declarant shall defend, at its own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Declarant shall pay all costs and expenses in connection therewith.

10. Declarant covenants and agrees that neither itself, nor its successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive from New Britain Township any sum or sums of money as payment for the granting of this Easement.

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

12. This Declaration is appurtenant to Property and shall be construed to be covenants running with the land binding upon the Declarant, its heirs, successors, and assigns.

13. This Declaration shall not be modified or terminated except by written agreement of Declarant and New Britain Township.

14. This Declaration shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and 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.

15. The provisions of this Declaration shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Declaration shall, nevertheless, remain valid and binding.

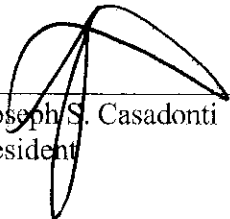
16. In the event that any of the provisions of this Declaration should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property or any portion thereof, such terms, conditions and restrictions shall attach to the Property or any portion thereof under and pursuant to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

***IN WITNESS WHEREOF***, Declarant, intending to be legally bound, has hereby set its hands and seal the day and year first above written.

**DECLARANT:**

**CASADONTI HOMES, INC.**

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Name: Joseph S. Casadonti  
Title: President



**DECLARATION OF NATURAL RESOURCE PROTECTION EASEMENT**  
**(Acknowledgments)**

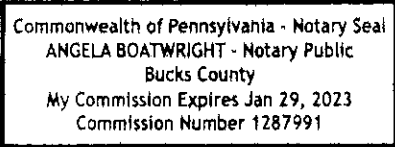
**BY DECLARANT**

**COMMONWEALTH OF PENNSYLVANIA**                 :  
  :  
**COUNTY OF** Bucks   :  
  :  
  :

On this 11<sup>th</sup> day of September, 2020, before me a Notary Public, personally appeared **JOSEPH S. CASADONTI, PRESIDENT** of **CASADONTI HOMES, INC.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that he as such Officer, 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.

Angela Boatwright (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 # 26-004-042

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**STORMWATER FACILITIES**  
**OPERATION AND MAINTENANCE AGREEMENT**

*THIS AGREEMENT*, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by **CASADONTI HOMES, INC.** with a mailing address of P.O. Box 5 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 approximately 3.405 acres, located at 109 King Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-004-042 (hereinafter referred to as the "**Property**"); and

**WHEREAS**, Landowner has submitted plans to the Township for the construction of a single-family dwelling with associated improvements (hereinafter referred to as the "**Project**") pursuant to plans entitled Permit Plan, as prepared by Holmes Cunningham LLC, consisting of two (2) sheets, dated May 7, 2020, last revised June 11, 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, through the implementation of stormwater management regulations, requires that the Stormwater Management Facilities, as shown on the Plan, be constructed and adequately maintained by Landowner, its 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 Plan from the Township, the Township requires that Landowner executes and records this Agreement in the Office of the Recorder of Deeds of Bucks County, Pennsylvania for the purpose of ensuring that: (1) the Stormwater Management Facilities are located, constructed, installed, operated, and maintained by Landowner in accordance with the Plan; (2) following the completion of the duties of Landowner pursuant to the Plan, the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by owner(s) of the land on which the Facilities are located; and (3) in the event of default of this Agreement by Landowner or its 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 itself, its 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 its sole expense.

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

handling of such material. Landowner is specifically prohibited from flushing any debris or other material out of the Facilities.

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

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

12. Landowner hereby grants and conveys to the Township, its authorized agents and employees, a non-exclusive access easement over the Property for the sole purposes of: inspecting the Stormwater Management Facilities; maintaining, when necessary, these Facilities; curing any default by Landowner; and exercising the rights granted to the Township under this Agreement. Nothing herein shall be construed to permit 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 One Thousand Four Hundred Ninety-Five Dollars and Fifty-Two Cent (\$1,495.52) 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 itself, its 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 itself, its 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 its own expense, any suit based on such claim. If any judgment or claims against the Township, its engineer, solicitor, and all other agents, servants, or employees, shall be adjudicated against the Township, Landowner shall pay all costs and expenses in connection therewith.

18. If 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 itself, its heirs, grantees, successors and assigns, hereby waives any defense of laches, estoppel, or prescription.

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

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

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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  
Casadonti Homes  
(Signatures)**

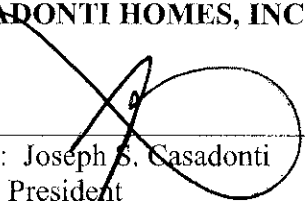
*IN WITNESS WHEREOF*, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

**LANDOWNER:**

  
\_\_\_\_\_  
Witness

**CASADONTI HOMES, INC.**

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

  
Name: Joseph S. Casadonti  
Title: President

**TOWNSHIP:**

**NEW BRITAIN TOWNSHIP  
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 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**  
**Casadonti Homes**  
**(Acknowledgments)**

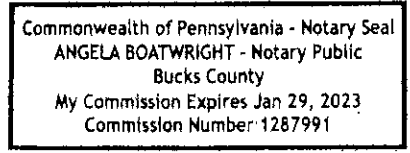
**BY LANDOWNER**

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

On this 11<sup>th</sup> day of September, 2020, before me a Notary Public, personally appeared **JOSEPH S. CASADONTI, PRESIDENT** of **CASADONTI HOMES, INC.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that he as such Officer, 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.

Angela Boatwright (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, 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.

\_\_\_\_\_  
Notary Public (SEAL)

**NEW BRITAIN TOWNSHIP**  
**CONTRACT FOR PROFESSIONAL SERVICES**

2020 

THIS AGREEMENT made this 23<sup>rd</sup> day of July, A.D., 2019, 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 Fox Lane Homes at Highpoint, LLC, 1243 Easton Road, Suite 205, Warrington, Pa. 18976 (hereafter referred to as “**Developer**”).

**WITNESSETH:**

**WHEREAS**, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel Nos. 26-005-056, 26-005-056-009, 26-005-047-005, and 26-005-056-011, located at 1 Highpoint Drive 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 **Two Thousand Five Hundred Dollars (\$2,500)** 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.

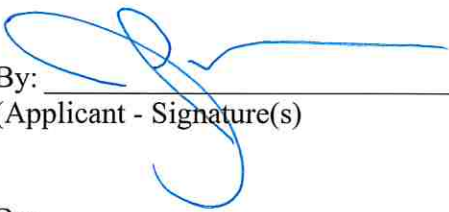
FOR NEW BRITAIN TOWNSHIP:

**ATTEST:**

Joseph Morrissey  
(Applicant - Print Name)

\_\_\_\_\_  
(Applicant - Print Name)

\_\_\_\_\_  
Eileen Bradley, Township Manager

By:   
(Applicant - Signature(s))

By: \_\_\_\_\_  
(Applicant - Signature(s))



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

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

TMP #s 15-034-142 & 26-003-003

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**DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS, AND RESTRICTIONS**

***THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS***, is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by **HALLMARK HOMES–MILL RIDGE LLC**, a Pennsylvania Limited Liability Corporation, having offices at 865 Easton Road, Suite 320, Warrington, PA 18976 (hereinafter referred to as “***Declarant***”).

**BACKGROUND**

A. Declarant is the owner of land located between Limekiln Pike and Curley Mill Road which consists of a 28.1-acre parcel in Hilltown Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 15-034-142 (hereinafter referred to as the “***Hilltown Property***”), and a 27.92-acre parcel in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-003-003 (hereinafter referred to as the “***NB Property***”).

B. Declarant has obtained preliminary/final land development approval from Hilltown Township and New Britain Township to develop the Hilltown Property and the NB Property (hereinafter collectively referred to as the “***Properties***”) pursuant to plans entitled the Major Subdivision Plans – Mill Ridge, prepared by Boucher & James, Inc., dated February 28, 2019, last revised June 2, 2020, consisting of 35 sheets; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “***Plan***”).

C. The NB Property is intended to be developed in accordance with the above-described Plan, and in accordance with the conditions of the Plan approval imposed by New Britain Township (hereinafter referred to as the “***Project***”).

D. The Plan provides for an Access and Enforcement Easement, Basin Easements, Conservation Easements, Drainage Easements, Pedestrian Path Easements, two Road Right-of-Way Easements, and Sight Triangle Easements on and across the NB Property as shown on the Plan and as more specifically set forth herein.

E. Declarant has recorded the Declaration of Mill Ridge, a Planned Community with the Bucks County Recorder of Deeds at Instrument No. \_\_\_\_\_ creating a planned community association for the Project under the name Mill Ridge Community Association (hereinafter referred to as the “*Association*”).

F. It is the intention of Declarant, for itself, its grantees, successors, and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the NB Property, for the benefit of New Britain Township, the owners of the lots in the subdivision of the Properties, and the general public, and their respective heirs, grantees, successors, and assigns.

***NOW, THEREFORE***, in consideration of the foregoing and for the nominal sum of One Dollar (\$1.00), and intending to be legally bound, Declarant hereby binds and encumbers the NB Property with the following covenants, easements, conditions, and restrictions:

### **ACCESS AND ENFORCEMENT EASEMENT**

1. Declarant hereby declares and imposes an Access and Enforcement Easement upon the NB Property for the benefit of New Britain Township for the purpose of ingress, egress, and regress over and across the NB Property at reasonable times to monitor Declarant’s compliance with and to enforce the terms of this Declaration; provided that such entry shall be upon prior reasonable notice to Declarant, and subject to the condition that such entry does not unreasonably interfere with Declarant’s use and quiet enjoyment of the NB Property.

2. New Britain Township shall have the full, free, unlimited, and unrestricted right, liberty, and privilege to enter upon and inspect any of the easement areas described below from time to time to ensure their continued operation, function, maintenance, and repair by Declarant.

3. In the event that New Britain Township determines any easement or the facilities located within any easement or easement area described in the following paragraphs are not operating or functioning properly and/or in accordance with their design; or are not being properly maintained or repaired in accordance with the Plan and/or this Declaration, the Township shall provide written notice to Declarant setting forth the particulars regarding the manner in which the easement, the easement area, or the facilities located thereon or within, is/are not functioning, being maintained, or being repaired in accordance with this Declaration; advising Declarants of the corrective action needed to be taken to restore said Easement, easement area, and/or facilities, to its/their original condition, function, operation, and/or capacity; and specifying a reasonable period of time within which the described defaults must be remedied or cured (hereinafter referred to as the “***Default Notice***”). Declarant shall complete such maintenance, repair, replacement, and/or restoration work as is required to cure or remedy the defaults enumerated in the Default Notice within fifteen (15) calendar days of receipt of the Default Notice. Under circumstances where the defaults cannot reasonably be cured/remedied within a fifteen (15) day period, Declarant shall begin curing/remedying such defaults within fifteen (15) calendar days of receipt of the Default Notice and shall to continue diligently to cure/remedy such defaults until finally cured/remedied. All such work shall be done in

accordance with the Plan and this Declaration. If Declarant fails to cure or remedy any default as required by this Declaration, New Britain Township shall have the right to enter onto the NB Property to perform any necessary maintenance, repair, replacement, or restoration work.

4. This Access and Enforcement Easement also allows New Britain Township to prevent any activity upon or use of the NB Property that is inconsistent with the requirements or purposes of this Declaration, the Easements set forth below, or the Plan. If Declarant violates any of the Easements described in this Declaration in any way, New Britain Township shall have the right to require compliance, along with the restoration of the easement areas or features of the NB Property that may have been damaged by such violation, after a Default Notice has been provided in accordance with Paragraph 3 above.

5. In addition to the above-listed remedies, upon discovery of a breach or violation of this Declaration and/or the Plan by Declarant, New Britain Township may cease to issue any permits for the Project, any portion thereof, or any improvement of the NB Property or portion thereof, and revoke any issued permits related in any way to the breach or violation.

6. All costs and expenses incurred by New Britain Township in any enforcement action or in the maintenance, repair, or restoration of an easement or easement area, including, but not limited to, attorney's fees and engineering fees, shall be reimbursed by Declarants within thirty (30) days of receipt of an itemized written statement from the Township. If Declarants fail to reimburse the Township within thirty (30) days of receiving this itemized statement, such costs and expenses shall constitute a municipal lien on NB Property. In addition, the Township may file a municipal lien against the NB Property for these costs and expenses and shall have a lien on the NB Property until the sums expended by New Britain Township (including the costs associated with the lien) have been paid by Declarant.

7. These enforcements rights under this Declaration coexist with and are in addition to any rights New Britain Township has under law or equity to enforce the terms of this Declaration of Covenants, Easements, Conditions, and Restrictions.

### **BASIN EASEMENT**

8. Declarant hereby creates and imposes easements upon and across the NB Property for three stormwater management basins (hereinafter referred to as "***Basins***") as depicted upon the Plan and more particularly described by the legal descriptions attached hereto and incorporated herein as ***Exhibit "A"***. This Easement is created for the benefit of and hereby granted to New Britain Township. The purpose of this Easement is to enable the Basins to gather the stormwater runoff and drainage from the Properties and to prohibit the filling, removal, destruction, or other disturbance of the basin easement areas.

9. Declarant shall be responsible for keeping and maintaining the basin easement areas and the Basins in proper working order and condition, performing any and all servicing, maintenance, repairs, renewals, and replacements as and when needed, and for obtaining, maintaining, and complying with all applicable governmental laws, rules, regulations, consents,

permits, and approvals. The foregoing obligations shall include, without limitation, all routine and non-routine maintenance, cleaning of debris, appropriate mowing, maintaining the landscaping in accordance with the Plan in and around the basin easement areas, inspection during periods of unusual rainfall, maintenance and repair of any fences within the basin easement areas, desiltation as required to maintain flow, removal of silt from site, respreading topsoil, respraying hydroseeding, final desiltation and reseeding, and all other acts reasonably necessary to maintain the basin easement areas and the Basins fit for their intended purpose and in conformity with the requirements of all governmental authorities having jurisdiction over their use and operation.

10. Declarant shall be responsible for the maintenance and repair of all watercourses, channels, conduits, and facilities used to channel stormwater to and from the Basins.

11. Declarant acknowledges and agrees that New Britain Township has no obligation to construct, repair, and/or maintain the basin easement areas and/or the Basins.

### **CONSERVATION EASEMENT**

12. Declarant hereby creates and imposes, upon and across the Property, Conservation Easements prohibiting the filling, removal, destruction, or other disturbance of the conservation easement areas denoted on the Plan and more particularly described by the legal descriptions attached hereto and incorporated herein as *Exhibit "B"*.

13. These Conservation Easements are created for the benefit of and hereby granted to New Britain Township. The purpose of the Conservation Easements is to maintain the conservation easement areas in their natural condition and to protect these easement areas from soil erosion, water pollution, and any other disruptions or occurrences that might interfere with the natural, scenic, and/or open space state of the easement areas. The placement or construction of any buildings, structures, or other improvements, including, but not limited to signs, fences, patios, driveways, roads, or parking lots, is prohibited within these Easements without the express, prior, written approval of New Britain Township to such placement/construction, and no excavation, depositing, dumping, filling, dredging, cultivation or other disturbance of the soil, or other intrusions shall occur within the conservation easement areas.

14. Declarant hereby covenants and agrees to service and maintain the conservation easement areas in good condition and repair. Declarant shall keep the conservation easement areas free and clear of all trash, debris, and other material that may enter these easement areas and shall be prohibited from storing any materials of any kind within these easement areas.

### **DRAINAGE EASEMENT**

15. Declarant hereby creates and imposes Drainage Easements upon and across portions of Lots 2, 3, 4, 9, and 10 as shown on the above-described Plan and more fully described by the legal description attached hereto and incorporated herein as *Exhibit "C"*. These

Easements prohibit the filling, removal, destruction, or other disturbance of the drainage easement areas and are created for the benefit of and hereby granted to New Britain Township. Within the foregoing-described Easements, Declarant will construct drainage facilities. Said improvements shall be constructed in accordance with the Plan and to the satisfaction of New Britain Township.

16. The purpose of these Drainage Easements is to maintain the drainage easement areas in their original condition and to protect these easement areas from soil erosion, water pollution, and any other disruptions or occurrences that might interfere with each easement area's ability to handle stormwater runoff. The placement or construction of any buildings, structures, or other improvements, including, but not limited to fences, roads, or trails, other than those shown on the Plan, is prohibited within these drainage easement areas without the express, prior, written approval of New Britain Township to such placement/construction, and no excavation, depositing, dumping, filling, dredging, cultivation or other disturbance of the soil, or other intrusions shall occur within these drainage easement areas, except where such work is being done to maintain, repair, or replace this area and the drainage facilities located therein.

17. Declarant hereby covenants and agrees to service, repair, and maintain the drainage easement areas, including any inlets, piping, and in-flow and out-flow structures, in good condition and repair and free of obstruction to ensure the proper function of these easement areas. Declarant shall keep the drainage easement areas as lawn areas, free and clear of all trash, debris, and other material that may enter these easement areas, and shall be prohibited from storing any materials of any kind within these easement areas.

### **PEDESTRIAN PATH EASEMENT**

18. Declarant hereby creates and imposes pedestrian path easements upon and across a portion of the Property as shown on the above-described Plan and more particularly described by the legal descriptions attached hereto and incorporated herein as *Exhibit "D"*. These Easements are granted to New Britain Township for the benefit of the Township and the general public. This grant of easement contemplates and allows the construction, installation, repair, replacement, reconstruction, maintenance, and use of a graded and paved pedestrian path and related improvements through the easement area. This Easement specifically permits within the easement area walking, jogging, bicycling, rollerblading, other non-motorized forms of transportation, and/or other pedestrian purposes; and also specifically allows the construction, reconstruction, inspection, and maintenance of all or part of any improvements hereafter installed within this area. Motorized vehicles shall be prohibited on this path except for fire, police, or emergency services.

19. No barriers, fences, signs, trees, shrubs, gardens, or any other obstruction, permanent or temporary, to the free and unhampered use of the Pedestrian Path Easement by the general public shall be permitted. No motor vehicles, trailers, boats, personal property, buildings, or other structures shall be dumped, stored, parked, or constructed within any portion of said Easement without the express written approval of New Britain Township. In the event any landscaping, personal property, structure, or other obstruction is constructed, erected, stored, or

otherwise left over and/or upon the pedestrian path easement area, the Township shall not be obligated to maintain, move, repair, or replace such landscaping, personal property, structure, or other obstruction in conjunction with maintaining, repairing, and/or replacing the Easement or the pedestrian paths improvements located therein.

**ROAD RIGHT-OF-WAY EASEMENT (CURLEY MILL ROAD)**

20. Declarant hereby grants to New Britain Township a Road Right-of-Way Easement along Curley Mill Road for the following purposes:

a. To permit the extension, construction, maintenance, repair and replacement of a road within the easement area; to control and maintain stormwater drainage; to control and maintain visual obstructions to vehicular and pedestrian traffic; and to provide for curbs, sidewalks, utilities, and other public improvements deemed necessary by Township in said easement area.

b. To permit the future possible installation, maintenance, service, repair, and replacement of public or private utilities including, but not limited to, water, sewer, electric, cable, telecommunications, and storm sewers or other improvements deemed necessary by New Britain Township in said easement area.

c. To permit Grantee access to the easement area to undertake the work and activities permitted by this Easement.

d. To permit the public access to and use of the above-listed public improvements installed within the easement area.

21. The road right-of-way easement area hereby granted by Declarant to New Britain Township is all that certain strip of land situate along the NB Property as shown on the Plan and more particularly described by the legal description attached hereto and incorporated herein as ***Exhibit "E"***.

22. No barriers, fences, signs, or any other obstruction, permanent or temporary, to the free and unhampered use of this Easement shall hereafter be permitted. No motor vehicles, trailers, boats, personal property, buildings, or other structures shall be dumped, stored, parked, or constructed within any portion of said Easement without the express written approval of New Britain Township. In the event any landscaping, personal property, structure, or other obstruction is constructed, erected, stored, or otherwise left over and/or upon the road right-of-way easement area, the Township shall not be obligated to maintain, move, repair, or replace such landscaping, personal property, structure, or other obstruction in conjunction with installing, maintaining, repairing, and/or replacing the Easement or the road right-of-way improvements located therein.

**ROAD RIGHT-OF-WAY EASEMENT (LIMEKILN PIKE)**

23. Declarant hereby grants to New Britain Township a Road Right-of-Way Easement along Limekiln Pike for the following purposes:

a. To permit the extension, construction, maintenance, repair and replacement of a road within the easement area; to control and maintain stormwater drainage; to control and maintain visual obstructions to vehicular and pedestrian traffic; and to provide for curbs, sidewalks, utilities, and other public improvements deemed necessary by Township in said easement area.

b. To permit the future possible installation, maintenance, service, repair, and replacement of public or private utilities including, but not limited to, water, sewer, electric, cable, telecommunications, and storm sewers or other improvements deemed necessary by New Britain Township in said easement area.

c. To permit Grantee access to the easement area to undertake the work and activities permitted by this Easement.

d. To permit the public access to and use of the above-listed public improvements installed within the easement area.

24. The road right-of-way easement area hereby granted by Declarant to New Britain Township is all that certain strip of land situate along the NB Property as shown on the Plan and more particularly described by the legal description attached hereto and incorporated herein as ***Exhibit "F"***.

25. No barriers, fences, signs, or any other obstruction, permanent or temporary, to the free and unhampered use of this Easement shall hereafter be permitted. No motor vehicles, trailers, boats, personal property, buildings, or other structures shall be dumped, stored, parked, or constructed within any portion of said Easement without the express written approval of New Britain Township. In the event any landscaping, personal property, structure, or other obstruction is constructed, erected, stored, or otherwise left over and/or upon the road right-of-way easement area, the Township shall not be obligated to maintain, move, repair, or replace such landscaping, personal property, structure, or other obstruction in conjunction with installing, maintaining, repairing, and/or replacing the Easement or the road right-of-way improvements located therein.

**SIGHT TRIANGLE EASEMENT**

26. Declarant hereby creates and imposes a Sight Triangle Easement upon and across a portion of the Property as shown on the Plan and more specifically shown in the plan attached hereto and incorporated herein as ***Exhibit "G"***. This Sight Triangle Easement is created for the benefit of and hereby granted to New Britain Township, and the purpose of this Easement is to

maintain the necessary visibility in and around the sight triangle easement area and to eliminate visual obstructions to vehicular and pedestrian traffic in this area.

27. The creation of the Sight Triangle Easement shall not be deemed to constitute an agreement by New Britain Township to construct, improve, alter, service, repair, or maintain the sight triangle easement area. Declarant, its successors and assigns, shall be solely responsible for the creation, service, repair, and maintenance of the Sight Triangle Easement and the removal/elimination of obstructions to the visual observation of vehicular and pedestrian traffic within this area. In the event that New Britain Township performs work to remove an obstruction within the sight triangle easement area, Declarant shall be responsible for the reimbursement of all costs and expenses incurred by New Britain Township in relation to such removal, including, but not limited to, engineering and attorney's fees.

28. No buildings, structures, vehicles, barriers, fences, vegetation, signs, or other obstruction to the visual observation of vehicular and pedestrian traffic shall be permitted within the sight triangle easement area. To avoid infringing upon the visual observation of vehicular and pedestrian traffic within this area, any building, structure, vehicle, barrier, fence, vegetation, sign, or other obstruction must be either lower than thirty (30) inches above the elevation of the lowest point of the roadway within the easement area or higher than eight (8) feet above the elevation of the highest point of the roadway within the easement area. Declarant shall protect and maintain the sight triangle easement area and the landscaping located therein to prevent and eliminate any such obstructions to the visual observation of vehicular and pedestrian traffic.

### **MISCELLANEOUS PROVISIONS**

29. Declarant, for itself, its respective grantees, successors, and assigns, covenants and agrees to defend, indemnify and hold harmless New Britain Township, its engineer, solicitor, and all other agents, servants, or employees (hereinafter referred to as the "***Indemnified Parties***") from and against any and all claims, actions, causes of action, judgments, losses, costs, expenses and liabilities of any kind whatsoever, including, without limitation, all attorney's fees, incurred in connection with, arising from, or as a result of death, accident, injury, loss or damage to any person or any property in or about the Property arising out of Declarant's performance while complying with the terms, conditions, provisions, and requirements of this Declaration, unless caused by the Indemnified Parties' intentional negligence or willful misconduct. Furthermore, Declarant, for itself, its respective grantees, successors, and assigns, warrants and shall forever defend against any such claims.

30. Declarant, for itself, its grantees, successors, and assigns, covenants and agrees that neither it, nor its grantees, successors, or assigns, shall or will at any time hereafter ask, demand, recover, or receive from New Britain Township any sum or sums of money as payment for the granting of these covenants, easements, conditions, and restrictions.

31. This Declaration of Covenants, Easements, Conditions, and Restrictions is appurtenant to Property and shall be construed to be covenants running with the land binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, successors



and assigns. The terms “Declarant”, “New Britain Township”, and “Township” herein shall include their respective heirs, grantees, successors and assigns. Any provision of this Declaration to the contrary notwithstanding, the parties intend that upon conveyance of the NB Property, any obligation appurtenant to the property conveyed shall become the sole obligation of the person to whom the property interest is transferred and the grantor shall be discharged from any liability hereunder.

32. This Declaration of Covenant, Easements, Conditions, and Restrictions may not be modified except by written agreement of Declarant and New Britain Township.

33. This Declaration of Covenants, Easements, Conditions, and Restrictions shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and all the easement rights and responsibilities shall be exercised in compliance with and subject to 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.

34. The provisions of this Declaration of Covenants, Easements, Conditions, and Restrictions shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Declaration shall, nevertheless, remain valid and binding.

35. In the event that any of the provisions of this Declaration of Covenants, Easements, Conditions, and Restrictions 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 Declaration notwithstanding the absence of such provisions in said deed.

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**NEW BRITAIN TOWNSHIP  
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND  
RESTRICTIONS  
Assal - Hallmark  
(Signatures)**

*IN WITNESS WHEREOF*, Declarant, intending to be legally bound, has hereby set its hands and seal the day and year first above written.

**DECLARANT:** *HALLMARK HOMES-MILL RIDGE LLC*, a Pennsylvania Limited Liability Corporation, by *HALLMARK PARTNERS, L.P.*, its sole member, by *HM PARTNER, INC.*, its general partner.

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Richard R. Carroll, III  
Title: President of HM Partner, Inc.

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**(Acknowledgments)**

*COMMONWEALTH OF PENNSYLVANIA* :  
: *ss.*  
*COUNTY OF* \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, personally appeared *RICHARD R. CARROLL, PRESIDENT* of *HM PARTNER, INC.*, general partner of *HALLMARK PARTNERS, L.P.*, sole member of *HALLMARK HOMES-MILL RIDGE LLC*, a Pennsylvania Limited Liability Corporation, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Officer.

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

\_\_\_\_\_  
Notary Public (SEAL)

# EXHIBIT A

**DESCRIPTION OF DRAINAGE EASEMENT LOT 1  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument on the ultimate right-of-way of Curley Mill Road in line of lands of T.M.P. 26-003-002-003;

**THENCE**, along T.M.P. 26-003-002-003, N 53°59'22” W, 219.21 feet to a proposed concrete monument, a corner of Lot 2;

**THENCE**, partially along Lot 2, N 47°30'12” E, 90.91 feet to a proposed concrete monument;

**THENCE**, through Lot 1 the following four (4) courses and distances;

1. S 47°41'07” E, 36.22 feet to a proposed concrete monument;
2. N 56°15'13” E, 262.22 feet to a proposed concrete monument;
3. S 86°22'51” E, 86.11 feet to a proposed concrete monument;
4. N 48°05'44” E, 211.55 feet to a proposed concrete monument on the right-of-way of Mill Ridge Drive;

**THENCE**, along said right-of-way, S 42°29'46” E, 41.36, feet to a proposed concrete monument;

**THENCE**, continuing along said right-of-way, along a tangent curve to the right with a radius of 35.00 feet, and length of 55.04 feet, with a chord bearing of S 02°33'17” W and a chord distance of 49.54 feet to a proposed concrete monument on the aforementioned ultimate right-of-way of Curley Mill Road;

**THENCE**, along said right-of-way, S 47°36'21” W, 525.33 feet to a proposed concrete monument;

**THENCE**, continuing along said right-of-way, S 49°47'14” W, 20.53 feet to the first mentioned **POINT OF BEGINNING**

**CONTAINING: 79,569 SF or 1.8267 acres.**



**DESCRIPTION OF DRAINAGE EASEMENT LOT 3  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument on the lot line of Lot 2, said point being located N 42°31'42” E, 89.94 feet from the westernmost corner of Lot 2;

**THENCE**, through Lot 3 the following four (4) courses and distances;

1. N 48°55'33” W, 119.27 feet to a proposed concrete monument;
2. S 45°24'48” W, 30.93 feet to a proposed concrete monument;
3. N 89°54'16” W, 32.25 feet to a proposed concrete monument;
4. N 50°52'54” W, 20.62 feet to a proposed concrete monument in line of Lot 4;

**THENCE**, along Lot 4, N 39°07'06 E, 631.41 feet to a proposed concrete monument;

**THENCE**, continuing along Lot 4, N 05°11'37” W, 98.53 feet to a proposed concrete monument along right-of-way for Mill Ridge Drive;

**THENCE**, along said right-of-way along a curve to the right with radius of 150.00 feet, with arc length of 15.02 feet, with a chord bearing of N 87°40'26” E and a chord distance of 15.01 feet to a proposed concrete monument;

**THENCE**, through Lot 3 the following five (5) courses and distances;

1. S 01°02'13” E, 142.00 feet to a proposed concrete monument;
2. S 41°41'22” W, 304.55 feet to a proposed concrete monument;
3. S 06°15'20” W, 58.58 feet to a proposed concrete monument;
4. S 38°43'14” W, 183.96 feet to a proposed concrete monument;
5. S 48°55'33” E, 115.82 feet to a proposed concrete monument on the  
aforementioned Lot 2;

**THENCE**, along Lot 2, S 42°31'42” W, 15.00 feet to the **POINT OF BEGINNING**  
**CONTAINING: 26,181 SF or 0.6011 acres.**



**DESCRIPTION OF DRAINAGE EASEMENT LOT 4  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument on the lot line of Lot 3, said point being located N 39°07'06” E, 51.65 feet from the westernmost corner of Lot 3;

**THENCE**, through Lot 4 the following five (5) courses and distances;

1. N 41°13'22” W, 190.28 feet to a proposed concrete monument;
2. N 59°39'21” E, 241.70 feet to a proposed concrete monument;
3. S 66°08'51” E, 72.82 feet to a proposed concrete monument;
4. N 40°34'21” E, 349.70 feet to a proposed concrete monument;
5. N 05°11'37” W, 85.14 feet to a proposed concrete monument on the right-of-way of Mill Ridge Drive;

**THENCE**, along said right-of-way, N 84°48'23” E, 20.00 feet to a proposed concrete monument, a corner of Lot 3;

**THENCE**, along Lot 3, S 5°11'37” E, 98.53 feet to a proposed concrete monument;

**THENCE**, continuing along Lot 3, S 39°07'06” W, 631.41 feet to the **POINT OF BEGINNING**.

**CONTAINING: 48,866 SF or 1.1217 acres.**



**DESCRIPTION OF DRAINAGE EASEMENT LOT 12  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING** at a proposed concrete monument on the ultimate right-of-way of Curley Mill Road, said point being located S 47°05'00” W 222.60 feet from the easterly most corner of Lot 12 in line of lands of T.M.P. 26-3-4;

**THENCE**, along said right-of-way, S 47°36'15” W, 182.06 feet to a proposed concrete monument, a point of curvature;

**THENCE**, continuing along said right-of-way along a tangent curve to the right with a radius of 35.00 feet, an arc length of 54.92 feet, with a chord bearing of N 87°26'47” W, and a chord distance of 49.45 feet to a proposed concrete monument on the northeasterly right of way of Mill Ridge Drive;

**THENCE**, along said right-of-way N 42°29'46” W, 92.71 feet to a proposed concrete monument;

**THENCE**, through Lot 12, N 49°38'39” E, 241.60 feet to a proposed concrete monument;

**THENCE**, continuing through Lot 12, S 30°53'53” E, 121.49 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 28,064 SF or 0.6443 acres.



# EXHIBIT B

**DESCRIPTION OF CONSERVATION EASEMENT 1  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 20, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, on the lot line of Lot 2, said point being located S 47°30'12" W, 308.99 feet from the northeasterly corner of Lot 2;

**THENCE**, through Lot 1, the following three (3) courses and distances;

1. S 42°45'05" E, 69.18 feet to a point;
2. S 56°15'13" W, 217.64 feet to a point;
3. N 47°45'35" W, 36.23 feet to a point in line of lands of Lot 2;

**THENCE**, along Lot 2, N 47°30'12" E, 218.08 feet to the **PLACE OF BEGINNING**;

**CONTAINING**: 11,369 sq. ft. or 0.2610 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 2**  
**MAJOR SUBDIVISION PLANS – MILL RIDGE**  
**NEW BRITAIN TOWNSHIP**  
**BUCKS COUNTY, PENNSYLVANIA**  
**MAY 21, 2020**  
**REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled "PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 " prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument on the northwesterly ultimate right of way of Curley Mill Road in line of lands of T.M.P.26-003-002-003;

**THENCE**, along T.M.P. 26-003-002-003, N 53°59'22" W, 219.21 feet to the corner of Lot 2;

**THENCE**, continuing along Lot 2, N 47°30'12" E, 53.00 feet to a point;

**THENCE**, through Lot 1, S 46°58'06" E, 102.59, feet to a point;

**THENCE**, continuing through Lot1, S 51°26'59" E, 114.79 feet to a point on the aforementioned ultimate right-of-way of Curley Mill Road;

**THENCE**, along said right of way, S 47°36'21" W, 14.67 feet to a point;

**THENCE**, continuing along said right-of-way, S 49°47'14" W, 20.53 feet to the place of beginning;

**CONTAINING:** 9,021 sq. ft. or 0.2071 acres more or less.





**DESCRIPTION OF CONSERVATION EASEMENT 3**  
**MAJOR SUBDIVISION PLANS – MILL RIDGE**  
**NEW BRITAIN TOWNSHIP**  
**BUCKS COUNTY, PENNSYLVANIA**  
**MAY 21, 2020**  
**REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled "PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 " prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, the southwesterly corner of Lot 1 in line of lands of T.M.P. 26-003-002-003;

**THENCE**, along T.M.P. 26-003-002-003, N 53°59'22" W, 184.48 feet to a point, the southeasterly corner of Lot 3;

**THENCE**, along Lot 3, N 42°31'42" E, 89.94 feet to a point;

**THENCE**, through Lot 3, S 49°26'12" E, 189.97 feet to a point in line of Lot 1;

**THENCE**, along Lot 1, S 47°30'12" W, 75.80 feet to the place of beginning;

**CONTAINING:** 15,389 sq. ft. or 0.3533 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 5  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 20, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled "PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 " prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, on the southwesterly right of way of Mill Ridge Road, the northeasterly corner of Lot 3;

**THENCE**, along said right-of-way, S 25°51'55" E, 48.25 feet to a point;

**THENCE**, through Lot 2 the following three (3) courses and distances;

1. S 64°08'05" W, 226.07 feet to a point;
2. S 42°28'30" W, 84.33 feet to a point;
3. S 29°47'28" E, 198.19 feet to a point on the lot line of Lot 1;

**THENCE**, along Lot 1, S 47°30'12" W, 218.08 feet to a point;

**THENCE**, through Lot 2, N 49°26'16" W, 191.29 feet to a point on the lot line of Lot 3;

**THENCE**, along Lot 3, N 42°31'42" E, 445.90 feet to a point;

**THENCE**, continuing along Lot 3, N 64°08'05" E, 161.76 feet to the place of beginning;

**CONTAINING:** 63,145 sq. ft. or 1.4496 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 7**  
**MAJOR SUBDIVISION PLANS – MILL RIDGE**  
**HILLTOWN TOWNSHIP**  
**BUCKS COUNTY, PENNSYLVANIA**  
**MAY 20, 2020**  
**REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Township of Hilltown, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, the southwesterly corner of Lot 2 in line of lands of T.M.P. 26-003-002-003;

**THENCE**, along T.M.P. 26-003-002-003, N 53°59'22" W, 163.15 feet to the southeasterly corner of Lot 4;

**THENCE**, along Lot 4, N 39°07'06" E, 51.65 feet to a point;

**THENCE**, through Lot 2 the following four (4) courses and distances;

1. S 50°52'54" E, 20.62 feet to a point;
2. S 89°54'16" E, 32.25 feet to a point;
3. N 45°24'48" E, 30.93 feet to a point;
4. S 48°55'33" E, 119.27 feet to a point in line of lands of Lot 2;

**THENCE**, along Lot 2, S 42°31'42" W, 89.94 feet to the place of beginning;

**CONTAINING:** 13,900 sq. ft. or 0.3191 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 8  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 20, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, on the northeasterly corner of Lot 2 on the southwesterly right-of-way of Mill Ridge Drive;

**THENCE**, along Lot 2, S 64°08'05" W, 161.76 feet to a point;

**THENCE**, continuing along Lot 2, S 42°31'42" W, 445.90, feet to a point;

**THENCE**, through Lot 3 the following six (6) courses and distances;

1. N 48°55'33" W, 115.82 feet to a point;
2. N 38°43'14" E, 183.96 feet to a point;
3. N 06°15'20" E, 58.58 feet to a point;
4. N 41°41'22" E, 120.00 feet to a point;
5. S 23°09'36" E, 73.73 feet to a point;
6. N 64°47'35" E, 316.98 feet to a point on the aforementioned right-of-way of Mill Ridge Drive;

**THENCE**, along said right-of-way, S 25°51'55" W, 39.46 feet to the place of beginning;

**CONTAINING:** 60,700 sq. ft. or 1.3936 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 9**  
**MAJOR SUBDIVISION PLANS – MILL RIDGE**  
**NEW BRITAIN TOWNSHIP**  
**BUCKS COUNTY, PENNSYLVANIA**  
**MAY 21, 2020**  
**REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, the southwesterly corner of Lot 3 in line of lands of T.M.P. 26-003-002-003;

**THENCE**, along T.M.P. 26-003-002-003, N 53°59'22" W, 227.91 feet to an Iron Pin found at the corner of aforementioned T.M.P. and in line of Lot 5;

**THENCE**, along Lot 5, N 39°07'15" E, 588.87 feet to a point;

**THENCE**, through Lot 4 the following nine (9) courses and distances;

1. N 82°29'08" E, 80.86 feet to a point;
2. S 08°26'03" E, 20.70 feet to a point;
3. S 64°07'49" W, 74.32 feet to a point;
4. S 33°14'29" W, 195.66 feet to a point;
5. S 51°29'51" E, 136.42 feet to a point;
6. S 40°34'21" W, 31.74 feet to a point;
7. N 66°08'51" W, 72.82 feet to a point;
8. S 59°39'21" W, 241.70 feet to a point;
9. S 41°13'22" E, 190.28 feet to a point in line of Lot 3;

**THENCE**, along Lot 3, S 39°07'06" W, 51.65 feet to the place of beginning;

**CONTAINING: 57,731** sq. ft. or 1.3253 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 10  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 20, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, the northeasterly corner of Lot 8 in line of lands of T.M.P. 15-34-143;

**THENCE**, along T.M.P. 15-34-143, S 52°32'02" E, 175.10 feet to a point, the northwesterly corner of Lot 10;

**THENCE**, along Lot 10, S 33°10'30" W, 360.82 feet to point;

**THENCE**, through Lot 9 the following four (4) courses and distances;

1. N 60°53'26" W, 80.40 feet to a point;
2. N 61°56'27" W, 36.03 feet to a point;
3. S 78°19'21" W, 96.38 feet to a point;
4. S 87°50'19" W, 49.19 feet to a point in line of Lot 8;

**THENCE**, along Lot 8, N 39°07'22" E, 481.86 feet to the place of beginning;

**CONTAINING:** 77,930 sq. ft. or 1.7890 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 11  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 20, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, the northeasterly corner of Lot 10 in line of lands of T.M.P. 26-3-7;

**THENCE**, along partial T.M.P. 26-3-7 and T.M.P. 26-3-6, S 52°32'02" E, 160.05 feet to a corner of T.M.P. 26-3-6 and Lot 13;

**THENCE**, partially along Lot 13, S 52°32'02" E, 90.00 feet to a corner of Lot 11;

**THENCE**, along Lot 11, S 35°59'21" W, 452.52 feet to a point;

**THENCE**, through Lot 3 the following four (4) courses and distances;

1. N 44°26'20" W, 112.35 feet to a point;
2. N 52°39'11" W, 94.13 feet to a point;
3. N 32°53'28" E, 80.57 feet to a point;
4. N 60°53'26" W, 23.18 feet to a point in line of Lot 9;

**THENCE**, along Lot 9, N 33°10'30" E, 360.82 feet to the place of beginning.

**CONTAINING:** 103,519 sq. ft. or 2.3765 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 12**  
**MAJOR SUBDIVISION PLANS – MILL RIDGE**  
**NEW BRITAIN TOWNSHIP**  
**BUCKS COUNTY, PENNSYLVANIA**  
**MAY 20, 2020**  
**REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled "PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 " prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, an existing Pipe Found at the westerly corner of T.M.P.26-3-4;

**THENCE**, along T.M.P. 26-3-4, S 52°42'08" E, 111.65 feet to a corner of Lot 12;

**THENCE**, along Lot 12, S 64°08'05" W, 257.11 feet to a point;

**THENCE**, continuing through Lot 11 the following three (3) courses and distances;

1. N 25°48'10" W, 17.37 feet to a point;
2. N 64°06'05" E, 119.56 feet to a point;
3. N 28°12'44" W, 222.39 feet to a point in line of Lot 10;

**THENCE**, along Lot 10, N 35°59'21" E, 452.52 feet to an Iron Pin found at the corner of T.M.P. 26-3-5 and Lot 10;

**THENCE**, along T.M.P 26-3-5, S 52°32'02" E, 180.09 feet to an Iron Pin found at the corner of T.M.P. 26-3-5 and in line of lands of T.M.P.26-3-4;

**THENCE**, along T.M.P.26-3-4, S 37°29'28" W, 429.19 feet to the place of beginning;

**CONTAINING:** 96,573 sq. ft. or 2.2170 acres more or less.





**DESCRIPTION OF CONSERVATION EASEMENT 13  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 20, 2020  
REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled "PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 " prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, the Southeasterly corner of T.M.P. 26-3-4, on the ultimate right-of-way of Curley Mill Road;

**THENCE**, along said right-of-way, S 47°05'00" W, 222.60 feet to a point;

**THENCE**, continuing through Lot 12 the following four (4) courses and distances;

1. N 30°53'53" W, 121.49 feet to a point;
2. N 29°50'23" W, 119.65 feet to a point;
3. S 64°08'05" W, 125.41 feet to a point;
4. N 25°48'10" W, 22.63 feet to a point in line of Lot 11;

**THENCE**, along Lot 11, N 64°08'05" E, 257.11 feet to a corner of Lot 11 in line of the aforementioned T.M.P. 26-3-4;

**THENCE**, along T.M.P. 26-3-4, S 52°42'08" E, 221.61 feet to the place of beginning;

**CONTAINING:** 44,816 sq. ft. or 1.0288 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 14  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 21, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, on the southwesterly ultimate right-of-way of Limekiln Pike S.R. 0152 in line of lands of T.M.P. 26-3-6;

**THENCE**, along said right of way, S 53°44'27" E, 90.04 feet to a point;

**THENCE**, through Lot 13, S 38°11'20" W, 481.90 feet to a corner of Lot 11 and Lot 12;

**THENCE**, along Lot 11 N 52°32'02" W, 90.00 feet to a corner of T.M.P. 26-3-6;

**THENCE**, along T.M.P. 26-3-6, N 38°11'20" E, 480.01 feet to the place of beginning;

**CONTAINING:** 43,280 sq. ft. or 0.9936 acres more or less.



**DESCRIPTION OF CONSERVATION EASEMENT 15**  
**MAJOR SUBDIVISION PLANS – MILL RIDGE**  
**NEW BRITAIN TOWNSHIP**  
**BUCKS COUNTY, PENNSYLVANIA**  
**MAY 21, 2020**  
**REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 6 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, on the southerly right-of-way of Mill Ridge Drive, said point being located along a curve to the right with radius of 150.00 feet, and an arc length of 15.02 feet, with a chord bearing of S 87°40’26” E and a chord distance of 15.01 feet from the northeasterly corner of Lot 4;

**THENCE**, along said right-of-way along a curve to the right with radius of 150.00 feet, with an arc length of 141.19 feet, with a chord bearing of S 62°29’35” E and a chord distance of 136.04 feet to a point;

**THENCE**, through Lot 3 the following four (4) courses and distances;

1. S 62°33’33” W, 65.51 feet to a point;
2. S 25°34’51” E, 18.28 feet to a point;
3. S 64°25’09” W, 75.22 feet to point;
4. N 01°02’13” W, 142.00 feet to the place of beginning;

**CONTAINING:** 10,150 sq. ft. or 0.2330 acres more or less.



# EXHIBIT C

**DESCRIPTION OF DRAINAGE EASEMENT LOT 2  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, on the lot line of Lot 1, said point being located N 47°30'12" E, 75.80 feet from the westernmost corner of Lot 1;

**THENCE**, from said point of beginning, though Lot 2, N 49°26'12" W, 189.97 feet to a proposed concrete monument in line of Lot 3;

**THENCE**, along Lot 3, N 42°31'42" E, 15.00 feet to a proposed concrete monument;

**THENCE**, through Lot 2, S 49°26'16" E, 191.29 feet to a proposed concrete monument in line of aforementioned Lot 1;

**THENCE**, along Lot 1, S 47°30'12" W, 15.11 feet to the **POINT OF BEGINNING**

**CONTAINING: 2,858 SF** or 0.0656 acres.



**DESCRIPTION OF DRAINAGE EASEMENT LOT 3  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument on the lot line of Lot 2, said point being located N 42°31'42” E, 89.94 feet from the westernmost corner of Lot 2;

**THENCE**, through Lot 3 the following four (4) courses and distances;

1. N 48°55'33” W, 119.27 feet to a proposed concrete monument;
2. S 45°24'48” W, 30.93 feet to a proposed concrete monument;
3. N 89°54'16” W, 32.25 feet to a proposed concrete monument;
4. N 50°52'54” W, 20.62 feet to a proposed concrete monument in line of Lot 4;

**THENCE**, along Lot 4, N 39°07'06 E, 631.41 feet to a proposed concrete monument;

**THENCE**, continuing along Lot 4, N 05°11'37” W, 98.53 feet to a proposed concrete monument along right-of-way for Mill Ridge Drive;

**THENCE**, along said right-of-way along a curve to the right with radius of 150.00 feet, with arc length of 15.02 feet, with a chord bearing of N 87°40'26” E and a chord distance of 15.01 feet to a proposed concrete monument;

**THENCE**, through Lot 3 the following five (5) courses and distances;

1. S 01°02'13” E, 142.00 feet to a proposed concrete monument;
2. S 41°41'22” W, 304.55 feet to a proposed concrete monument;
3. S 06°15'20” W, 58.58 feet to a proposed concrete monument;
4. S 38°43'14” W, 183.96 feet to a proposed concrete monument;
5. S 48°55'33” E, 115.82 feet to a proposed concrete monument on the  
aforementioned Lot 2;

**THENCE**, along Lot 2, S 42°31'42” W, 15.00 feet to the **POINT OF BEGINNING**  
**CONTAINING: 26,181 SF or 0.6011 acres.**



**DESCRIPTION OF DRAINAGE EASEMENT LOT 4  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument on the lot line of Lot 3, said point being located N 39°07'06” E, 51.65 feet from the westernmost corner of Lot 3;

**THENCE**, through Lot 4 the following five (5) courses and distances;

1. N 41°13'22” W, 190.28 feet to a proposed concrete monument;
2. N 59°39'21” E, 241.70 feet to a proposed concrete monument;
3. S 66°08'51” E, 72.82 feet to a proposed concrete monument;
4. N 40°34'21” E, 349.70 feet to a proposed concrete monument;
5. N 05°11'37” W, 85.14 feet to a proposed concrete monument on the right-of-way of Mill Ridge Drive;

**THENCE**, along said right-of-way, N 84°48'23” E, 20.00 feet to a proposed concrete monument, a corner of Lot 3;

**THENCE**, along Lot 3, S 5°11'37” E, 98.53 feet to a proposed concrete monument;

**THENCE**, continuing along Lot 3, S 39°07'06” W, 631.41 feet to the **POINT OF BEGINNING**.

**CONTAINING: 48,866 SF or 1.1217 acres.**



**DESCRIPTION OF DRAINAGE EASEMENT LOT 9  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, proposed concrete monument on the right-of-way for Mill Ridge Drive, said point being located N 84°48’23” E, 117.15 feet from the southeasterly corner of Lot 8;

**THENCE**, through Lot 9, N 39°56’49” W, 85.37 feet to a proposed concrete monument on the lot line of Lot 8;

**THENCE**, along Lot 8, N 39°07’15” E, 242.30 feet to a proposed concrete monument;

**THENCE**, through Lot 9, N 87°50’19” E, 49.17 feet to a proposed concrete monument;

**THENCE**, continuing through Lot 9, N 78°19’21” E, 97.39 feet to a proposed concrete monument;

**THENCE**, continuing through Lot 9, S 60°50’11” E, 115.65 feet to a proposed concrete monument in line of Lot 10;

**THENCE**, along Lot 10, S 33°10’30” W, 86.06 feet to a proposed concrete monument;

**THENCE**, continuing through Lot 9 the following eight (8) courses and distances:

1. N 56°49’30” W, 2.89 feet to a proposed concrete monument;
2. N 23°34’34” E, 53.67 feet to a proposed concrete monument;
3. N 50°22’34” W, 46.71 feet to a proposed concrete monument;
4. N 66°05’09” W, 32.43 feet to a proposed concrete monument;
5. S 77°16’39” W, 56.47 feet to a proposed concrete monument;
6. S 75°35’09” W, 136.59 feet to a proposed concrete monument;
7. S 39°07’15” W, 160.34 feet to a proposed concrete monument;
8. S 39°53’15” E, 88.42 feet to a proposed concrete monument on the aforementioned right-of-way for Mill Ridge Drive;

**THENCE**, along said right-of-way, S84°48'23" W, 18.14 feet to the **POINT OF BEGINNING**

**CONTAINING:** 13,367 SF or 0.3069 acres.





**DESCRIPTION OF DRAINAGE EASEMENT LOT 10  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 19, 2020  
REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, proposed concrete monument at the southeasterly corner of Lot 9 on the right-of-way of Mill Ridge Drive;

**THENCE**, along Lot 9, N 33°10'30” E, 293.15 feet to a proposed concrete monument;

**THENCE**, through Lot 10, S 61°09'42” E, 23.18 feet to a proposed concrete monument;

**THENCE**, continuing through Lot 10, S 32°53'28” W, 296.42 feet to a proposed concrete monument on the aforementioned right-of-way of Mill Ridge Drive;

**THENCE**, along said right-of-way along a non-tangent curve to the left with a radius of 200.00 feet, an arc length of 24.65 feet, with a chord bearing of N 53°17'40” W, and a chord distance of 24.63 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 7,025 SF or 0.1613 acres.



# EXHIBIT D

**DESCRIPTION OF PEDESTRIAN PATH LOT 1  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
AUGUST 10, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument to be set on the Northwesterly right of way of Curley Mill Road in line of lands of T.M.P. 26-003-002-003;

**THENCE**, along T.M.P. 26-003-002-003, N 53°59'22" W, 27.18 feet to a point;

**THENCE**, through Lot 1 the following three (3) courses and distances;

1. N 44°27'27" E, 277.07 feet to a point;
2. N 47°40'54" E, 251.33 feet to a point;
3. N 41°51'53" E, 58.58 feet to a point in line with the right-of-way for Mill Ridge Drive;

**THENCE**, along said right-of-way, S 42°29'46" E, 13.09 feet to a proposed concrete monument, a point of curvature;

**THENCE**, continuing along said right-of-way, along a tangent curve to the right, with a radius of 35.00 feet and a curve length of 55.04 feet, with a chord bearing of S 02°33'17" W and a chord length of 49.54 feet to a proposed concrete monument on the northerly right of way of Curley Mill Road, a point of tangency;

**THENCE**, along the right of way of Curley Mill Road, S 47°36'21" W, 525.33 feet to a proposed concrete monument;

**THENCE**, continuing along said right of way, S 49°47'14" W, 20.53 feet to the **PLACE OF BEGINNING**;

**CONTAINING: 22,647** sq. ft. or 0.5199 acres more or less.



**DESCRIPTION OF PEDESTRIAN PATH LOT 12  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
AUGUST 10, 2020**

**ALL THAT CERTAIN** tract of land in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument on the ultimate right-of-way of Curley Mill Road in line of lands of T.M.P. 26-3-4;

**THENCE**, along said right-of-way, S 47°05'00" W, 222.60 feet to a proposed concrete monument;

**THENCE**, continuing along said right-of-way, S 47°36'15" W, 182.06 feet to proposed concrete monument on the right of way of Mill Ridge Drive;

**THENCE**, along said right-of-way, along a curve to the right, with a radius of 35.00 feet and a curve length of 54.92 feet, with a chord bearing of N 87°26'47" W and a chord length of 49.45 feet to a proposed concrete monument;

**THENCE**, continuing along said right of way, N 42°29'46" W, 12.23 feet to a point;

**THENCE**, through Lot 12 the following six (6) courses and distances;

1. N 47°30'12" E, 36.60 feet to a point;
2. N 81°44'17" E, 26.80 feet to a point;
3. N 51°51'43" E, 137.36 feet to a point;
4. N 50°11'17" E, 26.52 feet to a point;
5. N 51°59'18" E, 125.69 feet to a point;
6. N 47°05'00" E, 90.28 feet to a point in line with T.M.P. 26-3-4;

**THENCE**, along said lands, S 52°42'08" E, 10.15 feet to the **POINT OF BEGINNING**

**CONTAINING: 9,462** sq. ft. or 0.2172 acres more or less.



# EXHIBIT E

**DESCRIPTION OF CURLEY MILL ROAD DEDICATION  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 22, 2020  
REVISED JULY 6, 2020**

**ALL THAT CERTAIN** tract of land in the Townships of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument to be set, a corner of Lot 1 on the Northwesterly right of way of Curley Mill Road, in line of lands of T.M.P. 26-003-002-003;

**THENCE**, along said right-of-way, N 49°47'14" E, 20.53 feet to a proposed concrete monument;

**THENCE**, along said right-of-way, the following four (4) courses and distances;

1. N 47°36'21" E, 525.33 feet to a proposed concrete monument;
2. N 47°36'15" E, 120.00 feet to a proposed concrete monument;
3. N 47°36'15" E, 182.06 feet to a proposed concrete monument;
4. N 47°05'00" E, 222.60 feet to a proposed concrete monument in line of lands of T.M.P. 26-3-4;

**THENCE**, through the bed of said Curley Mill Road, S 52°42'08" E, 30.24 feet to a point in or near the centerline of said road;

**THENCE**, in and along said centerline, S 47°30'12" W, 1,069.67 feet to a point;

**THENCE**, through the bed of aforementioned Curley Mill Road, N 53°59'22" W, 31.04 feet to the **PLACE OF BEGINNING**;

**CONTAINING: 30,925** sq. ft. or 0.7099 acres more or less.



# EXHIBIT F

**DESCRIPTION OF LIMEKILN PIKE S.R. 0152 DEDICATION  
MAJOR SUBDIVISION PLANS – MILL RIDGE  
NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA  
MAY 26, 2020  
REVISED JUNE 12, 2020**

**ALL THAT CERTAIN** tract of land in the Townships of New Britain, County of Bucks, Commonwealth of Pennsylvania bound and described in accordance with a plan titled “PRELIMINARY MAJOR SUBDIVISION PLAN, Sheet 4 of 35 ” prepared by Boucher & James, Inc. dated: February 28, 2019, last revised June 2, 2020. Said piece of land being more particularly described as follows:

**BEGINNING AT A POINT**, a proposed concrete monument along the southwesterly legal right of way of Limekiln Pike S.R. 0152, a corner of T.M.P. 26-3-6;

**THENCE**, along said legal right-of-way, S 53°44'27" E, 270.23 feet to a proposed concrete monument in line of lands of T.M.P. 26-3-4;

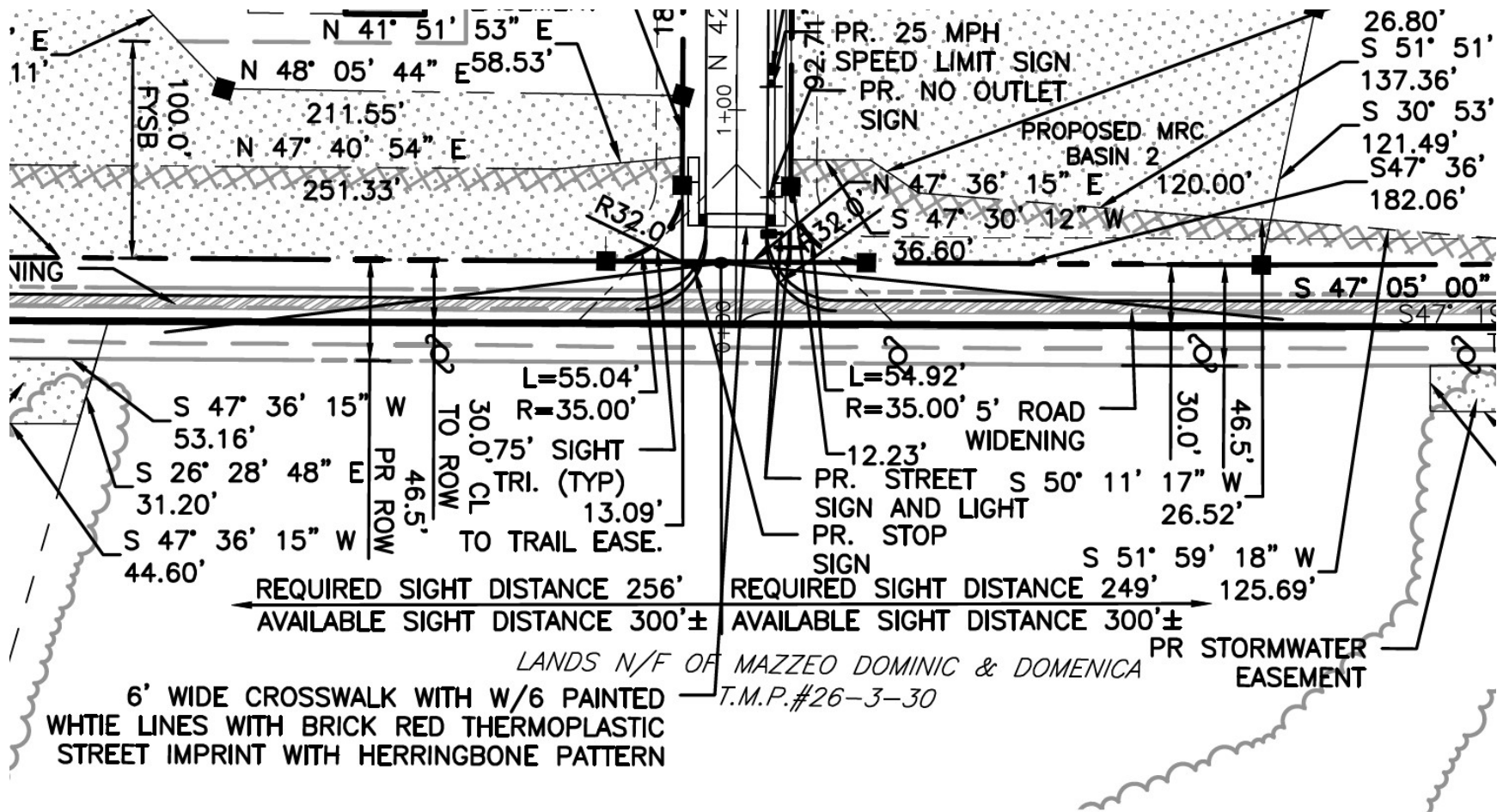
**THENCE**, along said lands, S 38°11'20" W, 13.51 feet to a point on the Ultimate Right-of-way of Limekiln Pike S.R. 0152;

**THENCE**, along said Ultimate right of way, N 53°44'27" W, 270.23 feet to a point in line of lands of the aforementioned T.M.P. 26-3-6;

**THENCE**, along said lands, N 38°11'20" E, 13.51 feet to the **PLACE OF BEGINNING**;

**CONTAINING: 3,648** sq. ft. or 0.0837 acres more or less.





**EXHIBIT "G"**

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

Return To: Grim, Biehn & Thatcher  
104 So. Sixth Street, P.O. Box 215  
Perkasie, PA 18944

TMP #: 26-003-003

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## DEED OF DEDICATION

### MILL RIDGE DRIVE (Assal - Hallmark)

*THIS INDENTURE*, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020, by and between *HALLMARK HOMES-MILL RIDGE LLC*, a Pennsylvania Limited Liability Corporation, having offices at 865 Easton Road, Suite 320, Warrington, PA 18976 (hereinafter referred to as "*Grantor*") and the *TOWNSHIP OF NEW BRITAIN*, of 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "*Grantee*").

*WITNESS*, that the said Grantor, for and in consideration of the advantages to it accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, release and convey unto the said Grantee, its successors and assigns, all that certain strip of land situate within New Britain Township, the County of Bucks, Commonwealth of Pennsylvania as described on the attached description marked **Exhibit "A"**.

*TO HAVE AND TO HOLD*, the said tract or piece of ground above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns, forever as and for a public road and/or utility purposes for no other use or purpose whatsoever.

*AND THE SAID GRANTOR*, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said tract of ground herein described hereby granted, or mentioned, or intended so to be unto the said Grantee, its successors and assigns, against it, the said Grantor, its successors and assigns, and against all and any person or persons whomever lawfully claiming or

to claim the same or any part hereof, by, from and under it or them or any of them shall and will warrant and forever defend.

*IN WITNESS WHEREOF*, the said Grantor has hereunto set its hand and seal the day and year first above written.

**GRANTOR**

*HALLMARK HOMES-MILL RIDGE LLC*, a Pennsylvania Limited Liability Corporation, by *HALLMARK PARTNERS, L.P.*, its sole member, by *HM PARTNER, INC.*, its general partner.

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

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

Name: Richard R. Carroll, III

Title: President of HM Partner, Inc.

**COMMONWEALTH OF PENNSYLVANIA** :  
: ss.  
**COUNTY OF** \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, personally appeared **RICHARD R. CARROLL, PRESIDENT** of **HM PARTNER, INC.**, general partner of **HALLMARK PARTNERS, L.P.**, sole member of **HALLMARK HOMES-MILL RIDGE LLC**, a Pennsylvania Limited Liability Corporation, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Officer.

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

\_\_\_\_\_  
Notary Public (SEAL)

I hereby certify that the precise address of the within-named Grantee is 207 Park Avenue, Chalfont, Pennsylvania 18914

\_\_\_\_\_  
H. Peter Nelson, Esq.



**From:** [Janene Marchand](#)  
**To:** [Eileen Bradley](#)  
**Cc:** [Michael Walsh](#); [Craig Kennard](#); [Roman Jastrzebski](#)  
**Subject:** Keller Road Bridge  
**Date:** Monday, September 14, 2020 2:28:19 PM

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Eileen,

Please see below from Roman Jastrzebski from our office regarding the inspection for Keller Road and let us know if you need any additional information. As discussed, once the bridge is cleaned as discussed, we will continue with our assessment of the abutments in order to prepare the bid documents for the gabion repairs and related work.

Thank you, Janene

-----Original Message-----

From: Roman Jastrzebski <rjastrzebski@gilmore-assoc.com>  
Sent: Monday, September 14, 2020 8:13 AM  
To: Janene Marchand <jmarchand@gilmore-assoc.com>  
Subject: Keller Road Bridge

Per our field visit last week, Keller Road Bridge is located on a public road in New Britain Township and its span exceeds 20 feet clear between abutments. Therefore, per the Federal "National Bridge Inventory" Regulations and PennDOT's State Mandate, the bridge must be added to PennDOT's "Bridge Management System" as a local municipal asset. The bridge needs to be inventoried and inspected at intervals not exceeding 24 months using NBIS standards. PennDOT refers to these as biannual inspections. The inspection interval can be decreased if "problem areas" are found until the specific deficiency that creates "the problem" is corrected. Typically, the intervals are assigned by the Certified Bridge Safety Inspector (C.B.S.I.) and range from monthly, quarterly, semi-annually, annually or biannually.

Since Keller Road Bridge is currently not in the PennDOT system, a first time in-depth inspection and load rating analysis are required along with submission of the appropriate Bridge Management System online forms to PennDOT. The subject inspections must be performed by a C.B.S.I. that has PennDOT certification and the report must be reviewed, signed & sealed by a Professional Engineer (P.E.) that is experienced with bridges. We have in-house staff that can perform these services and we can schedule the work quickly. The Township will need to have a Reimbursement Agreement with PennDOT in place in order to be reimbursed 80% of the costs of the services. Once that Agreement is in place, the Township will only be responsible for 20% of the cost of the services. Typically, this 20% share is deducted from the Township's annual Liquid Fuels Allocation in the year that the inspection is performed.

Alternatively, the Township can ask PennDOT to add the Keller Road Bridge to its Local Bridge Inventory and allow PennDOT's Consultant Inspectors to perform the services. The costs would be nearly identical and the Township's share would still be 20% of the total cost. However, the Township would have to rely on PennDOT and their Consultants to do the inspections and to provide timely results, accurate assessments and recommendations for repairs, removal & replacement of deteriorated components on the bridge and the approach roadways (such as guide rail and signs), and waterway stabilization, scour countermeasures, etc. PennDOT's Consultant Inspector assigns a priority to the necessary repairs as part of their report and the Township will be required to complete those repairs within the specified timeframe of the assigned priority designation.

Should the Township have any questions, please do not hesitate to contact me.

RCJ

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
1852P005 1852 PA ORCO, LLC	19002300	09/16/20	AUGUST 2020 CAR WASHES	Open	39.60	0.00		
AQUAP010 AQUA PENNSYLVANIA	19002299	09/16/20	HYDRANT RENTALS	Open	852.00	0.00		
ARMOU010 ARMOUR & SONS ELECTRIC I	19002301	09/16/20	TRAFFIC SIGNAL MAINTENANCE	Open	1,002.97	0.00		
AUTOZ005 Autozone, Inc.	19002298	09/16/20	AUTO PARTS	Open	91.47	0.00		
BILLM010 BILL MITCHELL'S AUTO SERVICE I	19002296	09/16/20	EMISSION INSPECTION/POLICE	Open	39.57	0.00		
BKS CT BKS CTY COURT REPORTERS, LLC	19002297	09/16/20	9/10/2020 ZONING HEARING	Open	250.00	0.00		
COMCA010 COMCAST	19002295	09/16/20	CABLE	Open	532.94	0.00		
COURT010 COURIER TIMES INC.	19002291	09/16/20	AUGUST 2020 ADVERTISEMENTS	Open	1,637.25	0.00		
DANTE020 DANIEL L. BEARDSLEY LTD.	19002294	09/16/20	VEHICLE REPAIRS	Open	24.80	0.00		
DELAN040 DELAWARE VALLEY WORKERS' COMP	19002293	09/16/20	BALANCE DUE/WORKERS COMP	Open	3,266.00	0.00		
DVHT010 DVHT	19002292	09/16/20	MEDICAL INSURANCE	Open	58,254.14	0.00		
EASTE010 EASTERN AUTOPARTS WAREHO	19002290	09/16/20	AUTO PARTS	Open	380.74	0.00		
EUREK010 EUREKA STONE QUARRY INC.	19002260	09/16/20	ROAD MAINTENANCE	Open	26,569.02	0.00		
FPMAI005 FP MAILING SOLUTIONS	19002289	09/16/20	POSTAGE METER	Open	517.50	0.00		
GALLS010 GALLS, LLC	19002285	09/16/20	BODY ARMOR A/C	Open	74.99	0.00		
GARYT005 GARY THOMAS	19002286	09/16/20	2020 BOOT ALLOWANCE	Open	94.98	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<del>GEORG040 GEORGE ALLEN PORTABLE TOILETS</del>	<del>19002287</del>	<del>09/16/20</del>	<del>PORTABLE RESTROOMS/PARKS</del>	<del>Open</del>	<del>664.00</del>	<del>0.00</del>		
<del>GILMO010 GILMORE &amp; ASSOCIATES INC.</del>	<del>19002283</del>	<del>09/16/20</del>	<del>JULY 2020 ENGINEERING EXPENSES</del>	<del>Open</del>	<del>79,130.59</del>	<del>0.00</del>		
<del>GOODP005 GOOD PLUMBING &amp; HEATING</del>	<del>19002288</del>	<del>09/16/20</del>	<del>OVERPAYMENT REIMBURSEMENT</del>	<del>Open</del>	<del>25.00</del>	<del>0.00</del>		
<del>GRIMB010 GRIM BIEHN &amp; THATCHER</del>	<del>19002284</del>	<del>09/16/20</del>	<del>JULY 2020 LEGAL EXPENSES</del>	<del>Open</del>	<del>14,089.00</del>	<del>0.00</del>		
<del>HABER010 H.A. BERKHEIMER INC.</del>	<del>19002281</del>	<del>09/16/20</del>	<del>EIT COMMISSION FEE</del>	<del>Open</del>	<del>57.75</del>	<del>0.00</del>		
<del>HOMED010 HOME DEPOT CREDIT SERVICES</del>	<del>19002280</del>	<del>09/16/20</del>	<del>SUPPLIES</del>	<del>Open</del>	<del>254.73</del>	<del>0.00</del>		
<del>HPT HPT SYSTEMS, INC.</del>	<del>19002282</del>	<del>09/16/20</del>	<del>50 BLOCK HOUR PURCHASE</del>	<del>Open</del>	<del>6,000.00</del>	<del>0.00</del>		
<del>JCEHR010 J. C. EHRLICH CO. INC.</del>	<del>19002279</del>	<del>09/16/20</del>	<del>EXTERMINATE/DOLLY LANE</del>	<del>Open</del>	<del>159.00</del>	<del>0.00</del>		
<del>KRIST005 KRISTINA YERK</del>	<del>19002278</del>	<del>09/16/20</del>	<del>7/21/2020 LAWN/DOLLY LANE</del>	<del>Open</del>	<del>60.00</del>	<del>0.00</del>		
<del>LOUIS005 LOUIS GENTNER</del>	<del>19002277</del>	<del>09/16/20</del>	<del>JAN-JUNE 2020 PHONE REIMB</del>	<del>Open</del>	<del>120.00</del>	<del>0.00</del>		
<del>PENNS020 PA ONE CALL SYSTEM, INC.</del>	<del>19002275</del>	<del>09/16/20</del>	<del>AUGUST 2020 PA ONE CALLS</del>	<del>Open</del>	<del>92.50</del>	<del>0.00</del>		
<del>PECOE020 PECO ENERGY-PAYMENT PROCESSING</del>	<del>19002261</del>	<del>09/16/20</del>	<del>ELECTRIC EXPENSE</del>	<del>Open</del>	<del>596.93</del>	<del>0.00</del>		
<del>PERSO015 Personal Protection Consultant</del>	<del>19002276</del>	<del>09/16/20</del>	<del>TRAINING/ALEX KOMATICK</del>	<del>Open</del>	<del>55.00</del>	<del>0.00</del>		
<del>PLAST010 PLASTERER EQUIPMENT CO. INC.</del>	<del>19002273</del>	<del>09/16/20</del>	<del>BACKHOE PARTS</del>	<del>Open</del>	<del>253.20</del>	<del>0.00</del>		
<del>PREST015 PRESTIGE PROPERTY PARTNERS LLC</del>	<del>19002274</del>	<del>09/16/20</del>	<del>ESCROW REFUND/LOT 11</del>	<del>Open</del>	<del>2,500.00</del>	<del>0.00</del>		
<del>RICHT010 RICHTER DRAFTING &amp; OFFICE SUPP</del>	<del>19002271</del>	<del>09/16/20</del>	<del>POLICE OFFICE SUPPLIES</del>	<del>Open</del>	<del>100.25</del>	<del>0.00</del>		
<del>RIGGI010 RIGGINS INC.</del>	<del>19002262</del>	<del>09/16/20</del>	<del>FUEL</del>	<del>Open</del>	<del>3,794.29</del>	<del>0.00</del>		
<del>ROBER270 ROBERT E. LITTLE, INC.</del>	<del>19002272</del>	<del>09/16/20</del>	<del>MOWER REPAIR/CHAINSAW PARTS</del>	<del>Open</del>	<del>251.74</del>	<del>0.00</del>		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<del>STAND015</del> STANDARD DIGITAL LEASING	19002270	09/16/20	LEASE/COPIERS	Open	616.87	0.00		
<del>STAPL010</del> STAPLES CREDIT PLAN	19002269	09/16/20	PRINTS	Open	14.04	0.00		
<del>UNIT010</del> UNITED INSPECTION AGENCY INC.	19002267	09/16/20	OUTSIDE INSPECTIONS	Open	1,090.00	0.00		
<del>VERTZ010</del> VERIZON	19002263	09/16/20	FIOS INTERNET	Open	261.57	0.00		
<del>WBMAS010</del> W.B. MASON CO. INC.	19002266	09/16/20	SUPPLIES	Open	48.99	0.00		
<del>WEHR010</del> WEHRUNG'S	19002265	09/16/20	ADMIN & P.WKS. SHOP SUPPLIES	Open	212.75	0.00		
<del>WITME010</del> WITMER PUBLIC SAFETY GROUP, INC.	19002264	09/16/20	UNIFORM EXPENSES/POLICE	Open	7,327.77	0.00		
<del>WORKP005</del> WORKPLACE CENTRAL	19002268	09/16/20	3-PART NCR FORM	Open	188.95	0.00		
Total Purchase Orders: 42				Total P.O. Line Items: 0	Total List Amount: 211,592.89	Total Void Amount: 0.00		

**SEPTEMBER 21, 2020  
EXPENDITURES PREVIEW APPROVAL**

**NBT BOARD OF SUPERVISORS**

**APPROVED BY THE BOARD OF SUPERVISORS**

\_\_\_\_\_

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**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_