



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Eileen M. Bradley
Township Manager

Helen B. Haun
William B. Jones, III
Gregory T. Hood
Cynthia M. Jones
Mary Beth McCabe

**Board of Supervisors
Regular Meeting Agenda
April 26, 2021**

**5:50 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 April 5, 2021
6. Departmental Reports
 - 6.1. Code Department Report for March 2021
 - 6.2. Police Department Report for March 2021
 - 6.3. Public Works Department Report for March 2021
7. Consideration of Old Business
 - 7.1. Ordinance #2021-04-01; Keller Road Bridge Weight Limit
8. Consideration of New Business
 - 8.1. Milk House Market
9. Consent Agenda

- 9.1. Payment Application #1 (FINAL) for \$78,244.20, by Bi-State Construction Company, Inc. for culvert repairs on Walters Road, Sellersville Road and Upper State Road.
- 9.2. George and Gertrude Freas have executed a Professional Services Agreement for a property on Upper Stump Road, TMP #26-004-006, with corresponding legal and engineering escrow of \$5,000.00.
- 9.3. Stormwater O&M Agreement with Robert and Linda Livesay for 314 Dorothy Lane, TMP #26-001-125-011, for construction of a swimming pool, with a Stormwater BMP maintenance fee of \$480.00.
- 9.4. Robert and Krystal DeSantis have executed a Professional Services Agreement for a property on 109 King Road, TMP #26-004-042, with corresponding legal and engineering escrow of \$5,000.00.
- 9.5. Wawa, Inc. has executed a Development Agreement in association with 525/527 West Butler Avenue, TMP #26-006-101, 26-006-101-004, and 26-006-101-005. All corresponding fees and financial security are being held in escrow.
10. Board of Supervisors Comments
11. Administration Comments
 - 11.1. Bingo Event and Shred Event Announcement
12. Solicitor and Engineer Comments
13. Public Comment
14. Other Business
15. Payment of Bills
 - 15.1. Bills List dated April 21, 2021 for \$4,955.93 (medical reimbursements).
 - 15.2. Bills List dated April 21, 2021 for \$122,500.00.
 - 15.3. Bills List dated April 23, 2021 for \$227,565.53.
16. Adjournment:

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, May 3, 2021 at 7:00 p.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*

**BOARD OF SUPERVISORS
MEETING MINUTES
April 5, 2021**

A Regular Meeting of the New Britain Township Board of Supervisors was held on Monday, April 5, 2021, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 7:00 p.m. Present were Supervisors: Chair Gregory T. Hood, Vice-Chair Helen B. Haun, Members William B. Jones, III, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Interim Township Manager Michael Walsh, Township Engineer Craig Kennard, and Township Solicitor Peter Nelson, Esq.

1. **Call to Order:** Mr. Hood called the Meeting to order.
2. **Pledge of Allegiance:** Mr. Hood led the Board and audience in the Pledge of Allegiance.
3. **Announcements:** Mr. Hood announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues, land acquisition, and litigation.
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 March 15, 2021:**

MOTION: A motion was made by Mr. Jones, seconded by Mrs. Haun, and unanimously approved to accept the March 15, 2021 Minutes as written.
6. **Departmental Reports:** There were no Departmental Reports at this time.
7. **Consideration of Old Business:** There was no Old Business at this time.
8. **Consideration of New Business:**
 - 8.1 **Shrine of Czestochowa:** Mr. Walsh stated the Shrine of Czestochowa requested to be removed from the agenda because their reason for attending was no longer applicable.
9. **Consent Agenda:**

MOTION: Upon motion by Mrs. Jones, seconded by Mrs. Haun, the Board unanimously approved the following Consent Agenda items: Execution of a Professional Services Agreement with Casadonti Homes, Inc. for 1121 Upper Stump Road, TMP #26-004-001, with corresponding legal and engineering escrow of \$5,000.00; Execution of a Professional Services Agreement with Thomas and Anne Marie Litchko for 5 Naomi Lane, TMP #26-010-023, with corresponding legal and engineering escrow of \$5,000.00; Execution Escrow Release #5 for Hallmark Homes-Mill Ridge LLC for the Mill Ridge Subdivision for \$85,365.00, leaving \$470,508.35 remaining.
10. **Board of Supervisors' Comments:** There was no Board comments at this time.
11. **Township Administration Comments:**

11.1. Zoning Hearing Board Applications: Mr. Walsh provided the Board two applications that will be presented on Thursday, April 15, 2021 to the Zoning Hearing Board. Applications to be considered are Thomas and Donna McGuire, 130 Callowhill Road, TMP #26-003-140; Michael and Julie Duffy, 522 Ferry Road, TMP #26-014-017.

Mr. Walsh stated there was an issue with the Duffy's application for 522 Ferry Road requesting the Zoning Hearing Board approve their Stormwater Management Plan and it had not been reviewed by the Township Engineer for compliance with the Township's Stormwater Ordinance. Mr. Nelson stated the Zoning Hearing Board had neither the expertise or the jurisdiction to make such a determination and recommended sending a letter stating this to the Zoning Hearing Board solicitor. The Board Agreed.

Ms. McCabe expressed concern over the 8-foot height fence around the perimeter for the deer at the property of Thomas and Donna McGuire located at 130 Callowhill Road. Cynthia Jones agreed. Mr. Nelson stated he could reach out to the applicant's attorney to discuss modifying their plan and moving the fence. The Board agreed and stated if the applicant was not amenable to this request to have Mr. Nelson oppose the application.

MOTION: A motion was made by Mrs. Haun, seconded by Ms. McCabe, and unanimously approved to have Mr. Nelson draft a letter for 522 Ferry Road and reach out to the attorney for 130 Callowhill Road with a request to relocate the fence and oppose the application, if the applicant was not amenable.

11.2. 113 Dolly Lane: Mr. Walsh stated it has been over one year of continued grass mowing, pest control and trap services totaling \$10,000.00. Mr. Walsh asked the Board if they wished to continue the grass mowing and pest control services at 113 Dolly Lane.

Mr. Nelson stated it was highly unlikely the Township would recover any of the expended funds for maintaining the property.

The Board discussed and agreed the pest control should be discontinued but agreed to continue having the property mowed on a bi-weekly basis.

MOTION: A motion was made by Mrs. Jones, seconded by Mr. Jones, and unanimously approved to continue the grass cutting service only and discontinue the pest control services on the property.

11.3 Jones/Briggs Open Space Plan: Appearing was Mr. Ken Jones; Ms. Rebecca Kennedy; and Ms. Margaret Briggs. Mr. Jones presented to the Board a proposed pilot project to remove invasive plants in the Townships open space areas that are unmanaged and where nature has taken its course.

Mr. Hood and Ms. McCabe inquired as to what the cost to the Township would be. Ms. Kennedy replied that there would be no mandatory cost to the Township but could not guarantee no costs would be incurred by the Township.

Mrs. Haun asked if the volunteer group was a 501c3 and if they carried their own insurance. Ms. Kennedy stated the Organization is a 501C3 and carried liability insurance for their volunteers and will provide a written agreement to be reviewed by the Township Solicitor, if necessary.

Mr. Jones asked if the project could for fill MS4 requirements. Mr. Walsh stated staff would work with Mr. Jones to identify a project that would achieve Mr. Jones and Ms. Briggs goals and contribute toward MS4 requirements for the Township.

Mr. Walsh stated staff would work with Mr. Jones to develop a plan and budget for a pilot project that could be presented to the Board for approval at a later date.

MOTION: A motion was made by Ms. McCabe, seconded by Mrs. Jones, and unanimously approved to authorize staff to work and come up with a plan and budget for a pilot project for the Township Open Space.

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

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

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

15. Payment of Bills:

15.1. Bills List dated March 11, 2021 for \$10,120.00:

MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe, the Board unanimously approved the Bills List dated March 11, 2021 for \$10,120.00.

15.2. Bills List dated March 24, 2021 for \$1,546.26:

MOTION: Upon motion by Mrs. Jones, seconded by Mr. Jones, the Board unanimously approved the Bills List dated March 24, 2021 for \$1,546.26.

15.3. Bills List dated April 1, 2021 for \$119,140.60:

MOTION: Upon motion by Mr. Jones, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated April 1, 2021 for \$119,140.60.

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16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Mrs. Jones, seconded by Ms. McCabe, and unanimously carried, to adjourn the meeting at 8:05 p.m.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Cynthia Jones, Member

MaryBeth McCabe, Esq., Member

Attest: _____

Michael Walsh
Secretary/Interim Manager

DRAFT



Township of New Britain

Office of Code Enforcement

March 2021

PERMITS ISSUED	58
ZONING	13
BUILDING INSPECTION	75
United electrical	13
OCCUPANCY INSPECTIONS	15
RE-INSPECTION	8
COMMERCIAL FIRE INSPECTIONS	1
FIRE CALLS	17
CHALFONT	15
DOYLESTOWN	0
DUBLIN	2
HILLTOWN	0 No Report

CHALFONT FIRE COMPANY
CHIEFS REPORT - March 2021

NBT

Total # of Incidents - 22

Types of Calls

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

Total Staff Hours for Calls 84.12

Alarms per Municipality's

- Chalfont Borough 1
- Doylestown Borough
- Doylestown Twp.
- Colmar/Hatfield Twp
- Hilltown Twp.
- Montgomery Twp.
- New Britain Boro 5
- New Britain Twp. 15
- Warwick Twp
- Warrington Twp.
- New Hope
- Lansdale 1
- Dublin Boro

Training and Maintenance Drills 6

Total training hours 468

Total Available Points 28

TOTAL STAFF HRS FIRES AND TRAINING 552.12

Chalfont Chemical Fire Company

Chalfont, PA

This report was generated on 4/1/2021 12:02:44 PM

Incidents per Zone for Date Range

Start Date: 03/01/2021 | End Date: 03/31/2021

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 27 - Chalfont Boro				
2021-03203	700 - False alarm or false call, other	03/05/2021	131 N Main ST	34/74

Total # Incidents for 27: 1

ZONE: 47 - New Britian Boro				
2021-03044	121 - Fire in mobile home used as fixed residence	03/01/2021	255 Wooded DR	34/74
2021-03355	600 - Good intent call, other	03/08/2021	Francis Meyers Rd/ Tamenend Av	34/74
2021-03803	700 - False alarm or false call, other	03/17/2021	100 W Butler AVE	34/74
2021-03911	611 - Dispatched & cancelled en route	03/19/2021	43 Bristol RD	34/74
2021-04270	444 - Power line down	03/26/2021	40 Sand RD	34/74

Total # Incidents for 47: 5

ZONE: 48 - New Britian Twp.				
2021-03188	700 - False alarm or false call, other	03/04/2021	4275 County Line RD	34/74
2021-03321	700 - False alarm or false call, other	03/08/2021	400 Old Iron Hill RD	34/74
2021-03423	600 - Good intent call, other	03/10/2021	201 E Fairwood DR	34/74
2021-03494	700 - False alarm or false call, other	03/11/2021	70 Creek RD	34/74
2021-03524	600 - Good intent call, other	03/11/2021	1 Marion CIR	34/74
2021-03909	745 - Alarm system activation, no fire - unintentional	03/19/2021	500 W Butler AVE	34/74
2021-03944	700 - False alarm or false call, other	03/20/2021	118 Cambridge PL	34/74
2021-04014	600 - Good intent call, other	03/21/2021	816 Long Meadow DR	34/74
2021-04119	600 - Good intent call, other	03/23/2021	1100 Manor DR	34/74
2021-04256	743 - Smoke detector activation, no fire - unintentional	03/26/2021	144 Creek RD	34/74
2021-04262	745 - Alarm system activation, no fire - unintentional	03/26/2021	311 Mystic View CIR	34/74
2021-04282	444 - Power line down	03/26/2021	399 Creek RD	34/74
2021-04476	444 - Power line down	03/28/2021	427 Upper Stump RD	34/74
2021-04533	445 - Arcing, shorted electrical equipment	03/29/2021	250 Cambridge PL	34/74
2021-13914	311 - Medical assist, assist EMS crew	03/19/2021	33 Citadel CIR	34/74

Total # Incidents for 48: 15

ZONE: 53 - Lansdale				
2021-04079	571 - Cover assignment, standby, moveup	03/23/2021	100 Vine ST	34/74

Total # Incidents for 53: 1

TOTAL # INCIDENTS: 22

Only REVIEWED incidents included. Archived Zones cannot be unarchived.

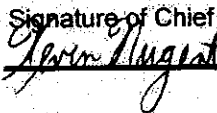


emergencyreporting.com
Doc Id: 380
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Dublin Volunteer Fire Company

Month: **March 2021**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	14 Hrs 32 Min
Field		Total Man Hours	94 Hrs 16 Min
Full Company	1	Average Call Length	36 Min
Ladder			
Rescue			
Squad	4		
Tanker	1	Total Personnel	175
Air Medical Evacuation		Average Personnel per Call	8
Alarm System	4		
Auto Extrication			
Auto Response	7	Borough/Township	
Barn			
Brush		Bedminister Township	9
Building		Dublin Borough	1
Chimney		East Rockhill Township	5
CO Alarm		Hilltown Township	4
Control Burn		New Britain Township	2
Cover/Up		Plumstead Township	1
Cover/Up Assist	1	Milford Township	1
Dumpster		Tinicum Township	
Dwelling	1	Haycock Township	1
Electrial Wires in a Dwelling		Silverdale Borough	
Fumes in Dwelling	3	Perkasie Borough	
Fumes Outside		Nockamixon Township	
Garage			
Hazardous Material			
Investigation	1		
Out Building			
Rubish			
Special Assignment			
Stand by Accident	1		
Vehicle Fire			
Wires in Dwelling			
Wires			
Total Number of Calls	24	Total Numbe of Calls	24

Signature of Chief




New Britain Township

207 Park Avenue
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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>
2020-11191-B2	03/01/2021	112 HARRISON FORGE COURT	Building		Approved
2020-11209-B3	03/04/2021	312 STONYHILL DRIVE	Building		Approved
2021-11271-B1	03/23/2021	STEWART LANE	Building		Approved
2021-11275-B1	03/05/2021	342 OLD LIMEKILN ROAD	Building		Approved
2021-11278-B2	03/16/2021	563 MALLARD DRIVE	Building	Residential	Approved
2021-11280-B1	03/03/2021	91 KING ROAD	Building		Approved
2021-11293-B1	03/05/2021	215 WILLOW WOOD DRIVE	Building	Residential	Approved
2021-11294-B1	03/04/2021	124 CAMBRIDGE PLACE	Building		Approved
2021-11303-B1	03/09/2021	28 HELENS LANE	Building		Approved
2021-11305-B1	03/11/2021	3 BROOK LANE	Building		Approved
2021-11311-B2	03/23/2021	665 NEW GALENA ROAD	Building	Residential	Approved
2021-11312-B2	03/17/2021	1456 FERRY ROAD	Building	Commercial	Approved
2021-11313-B3	03/22/2021	106 WHITE TAIL COURT	Building	Residential	Approved
2021-11329-B1	03/22/2021	245 FOREST PARK DRIVE	Building		Approved
2021-11334-B1	03/30/2021	107 GLENNBROOK COURT	Building		Approved
2021-11336-B1	03/23/2021	240 WILLOW WOOD DRIVE	Building		Approved
2021-11342-B1	03/25/2021	9 SELLERSVILLE ROAD	Building		Approved
2021-11347-B1	03/25/2021	35 LIMEKILN ROAD	Building		Approved
2020-11191-E3	03/01/2021	112 HARRISON FORGE COURT	Electrical		Approved
2020-11209-E2	03/04/2021	312 STONYHILL DRIVE	Electrical		Approved
2021-11266-E1	03/05/2021	159 S LIMEKILN PIKE	Electrical		Approved



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2021-11268-E1	03/03/2021	91 BARCLAY ROAD	Electrical	Residential	Approved
2021-11271-E3	03/23/2021	STEWART LANE	Electrical		Approved
2021-11275-E4	03/05/2021	342 OLD LIMEKILN ROAD	Electrical		Approved
2021-11278-E5	03/16/2021	563 MALLARD DRIVE	Electrical	Residential	Approved
2021-11280-E4	03/03/2021	91 KING ROAD	Electrical		Approved
2021-11304-E1	03/09/2021	28 HELENS LANE	Electrical	Residential	Approved
2021-11305-E2	03/11/2021	3 BROOK LANE	Electrical		Approved
2021-11311-E3	03/23/2021	665 NEW GALENA ROAD	Electrical	Residential	Approved
2021-11317-E1	03/18/2021	112 HAINES COURT	Electrical		Approved
2021-11320-E1	03/15/2021	201 E FAIRWOOD DRIVE	Electrical		Closed
2021-11321-E1	03/18/2021		Electrical		Approved
2021-11329-E3	03/22/2021	245 FOREST PARK DRIVE	Electrical		Approved
2021-11335-E1	03/24/2021	127 NEW GALENA ROAD	Electrical		Approved
2021-11345-E1	03/25/2021	17 SKYLINE DRIVE	Electrical		Closed
2021-11346-E1	03/25/2021	121 HAMPSHIRE DRIVE	Electrical		Approved
2021-11271-F5	03/23/2021	STEWART LANE	Fire		Approved
2021-11280-F5	03/03/2021	91 KING ROAD	Fire		Approved
2021-11271-M4	03/23/2021	STEWART LANE	Mechanical		Approved
2021-11275-M3	03/05/2021	342 OLD LIMEKILN ROAD	Mechanical		Approved
2021-11278-M4	03/16/2021	563 MALLARD DRIVE	Mechanical	Residential	Approved
2021-11280-M3	03/03/2021	91 KING ROAD	Mechanical		Approved



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2021-11301-M1	03/09/2021	126 PEGGY LANE	Mechanical	Residential	Approved
2021-11308-M1	03/11/2021	226 HOLLY DRIVE	Mechanical	Residential	Approved
2021-11316-M1	03/16/2021	116 BRITTANY DRIVE	Mechanical		Closed
2021-11271-P2	03/23/2021	STEWART LANE	Plumbing		Approved
2021-11275-P2	03/05/2021	342 OLD LIMEKILN ROAD	Plumbing		Approved
2021-11278-P3	03/16/2021	563 MALLARD DRIVE	Plumbing	Residential	Approved
2021-11280-P2	03/03/2021	91 KING ROAD	Plumbing		Approved
2021-11312-P3	03/17/2021	1456 FERRY ROAD	Plumbing	Commercial	Approved
2021-11329-P2	03/22/2021	245 FOREST PARK DRIVE	Plumbing		Approved
2021-11310-R01	03/11/2021	UPPER STUMP ROAD	Road Occupancy	Residential	Approved
2021-11323-R01	03/19/2021	102 CORNWALL DRIVE	Road Occupancy		Approved
2021-11333-R01	03/23/2021	CURLEY MILL ROAD	Road Occupancy		Approved
2021-11343-R01	03/29/2021	3 HICKORY LANE	Road Occupancy		Approved
2021-11344-R01	03/29/2021	130 BRITTANY DRIVE	Road Occupancy		Approved
2021-11349-R01	03/31/2021	UPPER STUMP ROAD	Road Occupancy		Approved
2021-11353-R01	03/29/2021	111 NORTH LANE	Road Occupancy		Approved
2019-10225-U01	03/16/2021	16 LAYLE LANE	Use & Occupancy	Residential	Approved
2020-10689-U01	03/30/2021	102 TARTAN TERRACE	Use & Occupancy	Residential	Approved
2021-11276-U01	03/31/2021	111 NORTH LANE	Use & Occupancy	Residential	Approved
2021-11277-U01	03/09/2021	308 W BOULDER DRIVE	Use & Occupancy		Closed
2021-11281-U01	03/09/2021	17 EDINBORO CIRCLE	Use & Occupancy	Residential	Closed



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2021-11283-U01	03/04/2021	312 W BOULDER DRIVE	Use & Occupancy	Residential	Closed
2021-11289-U01	03/15/2021	115 HUNTER WAY	Use & Occupancy	Residential	Approved
2021-11298-U01	03/24/2021	716 STAFFORD COURT	Use & Occupancy	Residential	Closed
2021-11299-U01	03/16/2021	64 COWBELL LANE	Use & Occupancy	Residential	Closed
2021-11300-U01	03/30/2021	112 LARKSPUR COURT	Use & Occupancy	Residential	Approved
2021-11307-U01	03/10/2021	211 INVERNESS CIRCLE	Use & Occupancy	Residential	Closed
2021-11315-U01	03/24/2021	111 HEATH COURT	Use & Occupancy	Residential	Closed
2021-11319-U01	03/22/2021	609 REMINGTON COURT	Use & Occupancy	Residential	Approved
2021-11337-U01	03/24/2021	103 PASTURE LANE	Use & Occupancy	Residential	Closed
2021-11309-W1	03/11/2021	302 MILL RIDGE DRIVE	Well		Approved
2021-11278-Z1	03/10/2021	563 MALLARD DRIVE	Zoning	Residential	Approved
2021-11285-Z1	03/22/2021	101 STOCKTON COURT	Zoning	Residential	Approved
2021-11291-Z1	03/10/2021	221 HAMPSHIRE DRIVE	Zoning	Residential	Approved
2021-11292-Z1	03/10/2021	102 GERTRUDE DRIVE	Zoning	Residential	Approved
2021-11295-Z1	03/10/2021	306 PHEASANT RUN DRIVE	Zoning	Residential	Approved
2021-11297-Z1	03/17/2021	541 MIDTOWN ROAD	Zoning	Residential	Approved
2021-11306-Z1	03/18/2021	11 KELLER ROAD	Zoning	Residential	Approved
2021-11311-Z1	03/18/2021	665 NEW GALENA ROAD	Zoning	Residential	Approved
2021-11312-Z1	03/17/2021	1456 FERRY ROAD	Zoning	Commercial	Approved
2021-11313-Z2	03/18/2021	106 WHITE TAIL COURT	Zoning	Residential	Approved
2021-11322-Z1	03/19/2021	71 CALLOWHILL ROAD	Zoning	Residential	Approved



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2021-11326-Z1	03/19/2021	22 CEDAR HILL ROAD	Zoning	Residential	Approved
2021-11328-Z1	03/26/2021	63 COWBELL LANE	Zoning	Residential	Approved

**March 2021 MONTHLY REPORT
NEW BRITAIN TOWNSHIP POLICE DEPARTMENT**

	Mar-21	YTD-21	Mar-20	YTD-20
HOMICIDE	0	0	0	0
RAPE	0	2	0	0
ROBBERY	0	0	0	0
ASSAULT	1	2	3	7
AGGRAVATED	0	0	0	0
SIMPLE	1	2	3	7
DOMESTIC VIOLENCE	0	0	0	0
BURGLARIES	0	0	0	0
COMMERICAL	0	0	0	0
RESIDENTIAL	0	0	0	0
FRAUD	0	8	0	5
THEFT	3	8	4	12
COMMERCIAL	0	0	0	0
RESIDENTIAL	1	3	0	3
FROM VEHICLE	0	0	1	2
BICYCLE	0	0	0	0
RETAIL	1	4	1	4
OTHER	1	1	2	3
DISTURBANCE	14	43	6	29
HARASSMENT/DISORDERLY	1	5	1	2
SEXUAL ASSAULT	1	1	0	1
STOLEN VEHICLE	0	1	0	0
VEHICLES RECOVERED:	0	0	0	0
BY OUR DEPT	0	0	0	0
BY ANOTHER DEPT	0	0	0	0
ARSON	0	0	0	0
VANDALISM/CRIM MISCHIEF	5	6	2	3
MOTOR VEH ACCIDENTS	13	41	14	52
NON REPORTABLE	10	35	10	39
REPORTABLE	3	9	4	13
ACCIDENT INVOLVING INJURY	2	3	0	4
ACCIDENTS INV PROP DAMAGE	2	4	1	5
ACCIDENT INVOLVING DEATH	0	0	0	0
MISSING PERSONS	0	0	0	0
JUVENILES	0	0	0	0
ADULTS	0	0	0	0
ALARMS	33	80	67	91
FOUNDED	0	0	0	0
UNFOUNDED	25	64	28	71
FIRE	8	16	9	20

ASSISTS	17	52	21	65
<i>FIRE</i>	3	8	1	5
<i>OTHER POLICE</i>	14	44	20	60
MEDICAL EMERGENCY	58	151	32	140
DEATH INVESTIGATION	0	3	1	2
DOMESTIC SITUATION	2	18	8	17
CITATIONS ISSUED	31	78	17	95
WARNING ISSUED	87	238	16	144
PARKING TICKETS	2	2	0	9
ASSIST DISABLED	7	27	4	17
ASSIST PUBLIC	5	21	2	36
ANIMAL COMPL	1	5	0	22
STRUCK DEER	5	21	3	10
SUSP PERSON/VEH	14	40	24	59
TOTAL INCIDENTS	496	1,331	350	1,275
TOTAL MILES	10,332	29,020	10,536	29,283
TOTAL GAS	0	0	0	0
# PERSONS ARRESTED	9	20	3	15
<i>ADULTS</i>	9	19	3	15
<i>JUVENILES</i>	0	1	0	1
DUI ARREST	5	3	1	5
DRUG VIOLATION	3	4	1	4
PUBLIC DRUNKENESS	1	1	0	1

NEW BRITAIN TOWNSHIP PUBLIC WORKS DEPARTMENTAL REPORT

MARCH 2021

SNOW/ ICE: March was a quiet month for snow events, temps were above average and mild. We spot salted on 3 occasions in the beginning of the month because of melting snow and refreeze.

Totals for 2020-2021 season

Salted 17 Times

Plowed 9 Times

Salt Barn and tent are fully stocked for next season.

DRAINAGE: We checked drainage, cleaned all pipes and inlets, due to various rain events. We installed a French drain, dug out and patched a section of Old Limekiln Rd between Creek Rd and Ferry Rd because of springs under roadway.

EQUIPMENT: All mowers were serviced prior to the upcoming season. Due to the milder weather all salt spreaders were removed from dump trucks.

PATCHING: We continued to cold patch as needed.

BALLFIELDS: Park and Rec. have been busy prepping fields. Installed padding on all backstops at N. Branch Park.

OTHER: The annual Easter Egg Hunt was canceled due to Covid-19, but we held Easter Bunny photos and a food drive as an alternative.

Walter Rd. was reopened between Township Line Rd and N. Galena Rd after being closed for months due to flooding and washouts that had occurred. Sellersville Rd was also reopened to two lanes after being restricted to one lane because of flooding and washouts.

HOURS

SNOW/ ICE:	6	HRS
DRAINAGE:	280.5	HRS
PATCHING/MAINT:	175.5	HRS
STREET SIGNS:	32.5	HRS
EQUIP. MAINT:	184	HRS
TWP. PROP. MAINT:	214.5	HRS
BALLFIELD MAINT:	79	HRS
OTHER:	85.5	HRS

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

ORDINANCE NO.: 2021-04-01

AN ORDINANCE OF THE TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, PENNSYLVANIA, AMENDING PART 3 OF CHAPTER 15 OF THE NEW BRITAIN TOWNSHIP CODE CONCERNING TRAFFIC REGULATIONS, TO REFERENCE TRAFFIC AND ENGINEERING STUDIES AND TO PROVIDE WEIGHT LIMITS FOR THE KELLER ROAD BRIDGE

WHEREAS, New Britain Township (“Township”) has the authority pursuant to Second Class Township Code (53 P.S. §66506 & Article XXIII) and the Motor Vehicle Code (75 Pa.C.S.A. §4902 and §6109) to restrict the weight of vehicles operated upon highways and bridges; and

WHEREAS, the Township has conducted an engineering study as provided for under Pennsylvania Department of Transportation regulations which has determined that the Keller Road Bridge (“Bridge”) may be damaged or destroyed unless the permissible weight of vehicles using the Bridge is reduced; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the Township to adopt a Township Ordinance regulating the weight limits for vehicles traversing the Bridge as more fully set forth in this ordinance;

NOW THEREFORE, it is hereby ENACTED and ORDAINED by the Board of Supervisors of the Township of New Britain, Bucks County, Commonwealth of Pennsylvania, as follows:

ARTICLE I. Restrictions on Size, Weight and Type of Vehicle and Load.

Part 3, Restrictions on Size, Weight and Type of Vehicle and Load, of Chapter 15, Motor Vehicles and Traffic, Section 301 of the New Britain Township Code is hereby amended to clarify the use of a traffic and engineering study to determine weight limits on Township roads and bridges and to add a new maximum gross weight limit for the Keller Road Bridge. The amended §15-301 shall read as follows:

§15-301 Vehicle Weight Limits Established on Certain Streets and Bridges.

1. In accordance with traffic and engineering studies performed on behalf of New Britain Township pursuant to Section 4902(a) of the Pennsylvania Motor Vehicle Code (75 Pa.C.S. §4902), on the following bridges and streets or parts of streets, it shall be unlawful for any person to drive any vehicle or combination having a gross weight in excess of the maximum weights prescribed below for that bridge or street or part of a street:

<u>STREET OR BRIDGE</u>	<u>BETWEEN</u>	<u>RESTRICTIONS</u>
Upper State Road	Bristol Road and County Line Road	16,000 lbs. RGVW
Keller Road Bridge	King Road and Upper Stump Road	54,000 lbs. RGVW

2. Any violation of this Section shall be prosecuted under §4902(a) and §4902(g)(1) of the Pennsylvania Vehicle Code (Title 75).
3. Any person who violates any provision of this Section commits a summary offense and, upon conviction, shall pay a fine as set forth in and pursuant to the Pennsylvania Vehicle Code (Title 75).

ARTICLE II. **Signage.**

The proper authorities of the Township are authorized to erect official signs establishing the traffic regulations as set forth in this Ordinance, in conformity with the provisions of the Pennsylvania Motor Vehicle Code.

ARTICLE III. **Repealer.**

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed, but only to the extent of such conflict.

ARTICLE IV. **Severability.**

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors of New Britain Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

ARTICLE V. **Effective Date.**

This Ordinance shall become effective five (5) days after final enactment.

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

ORDINANCE NO.: 2021-04-01

ENACTED and *ORDAINED* this 26th day of April 2021.

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Gregory T. Hood, Chairman

Helen B. Haun, Vice Chair

William B. Jones

Cynthia M. Jones

MaryBeth McCabe, Esq.

William Muzika
66 Sellersville Road
Chalfont, PA 18914
(610) 233-6922

New Britain Township

Re: Proposed new building and operation

All,

We are presenting a plan to the township for the expansion of our market and farm operation by adding an additional building to house an on site brewery processing facility, tap room with seating. The plan is being submitted to support the existing operation of the Milk House Market and our customers.

We plan to grow hops on the property for use in the brewery. Additional hops and ingredients will need to be imported but on site hops will help keep the product local.

The proposed 40 ft by 80 ft building will be located adjacent to the existing Milk House Market and is also the same location of a former 28 ft by 70 ft house trailer that is shown on the conservation easement.

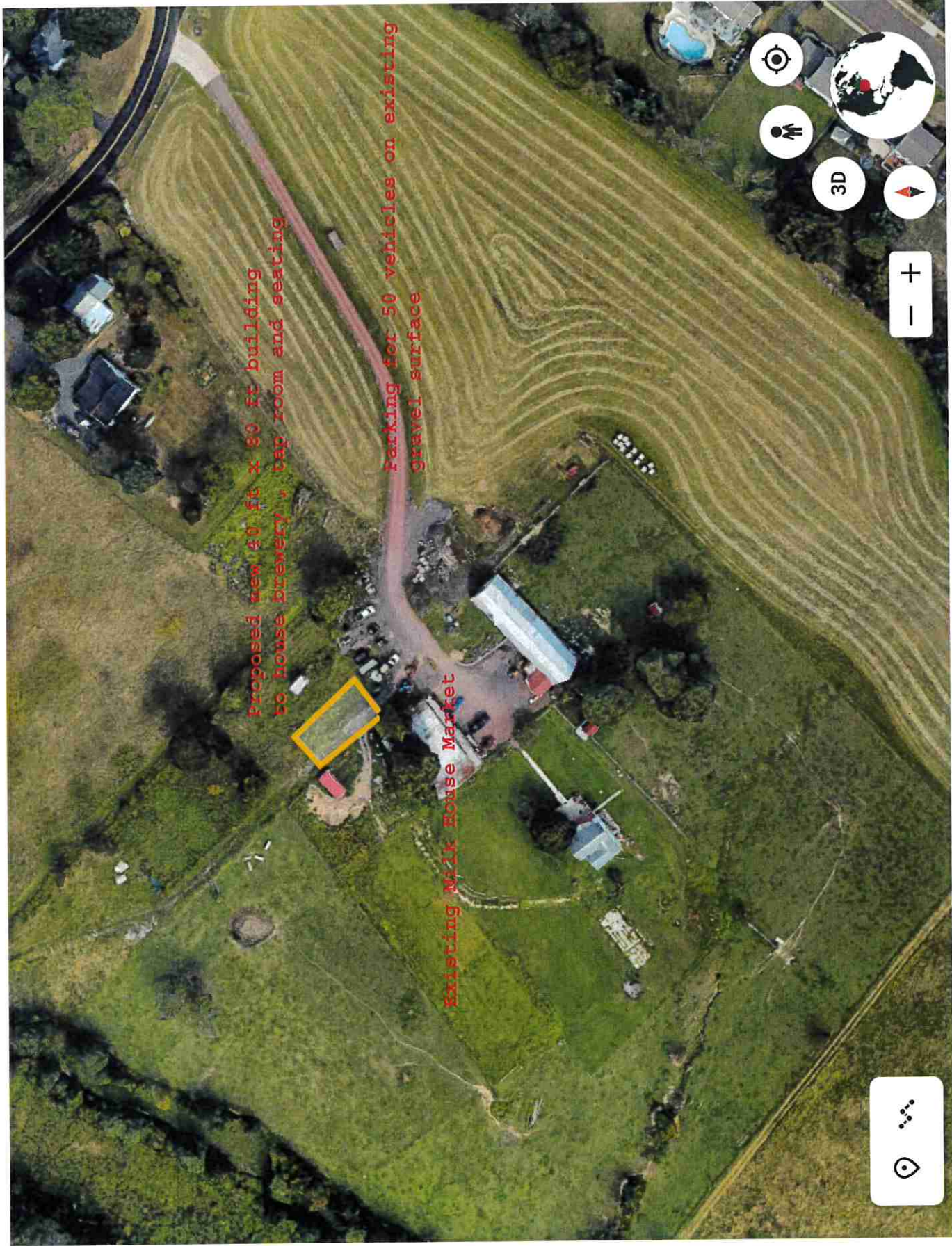
There is adequate parking available on existing graveled surfaces to support the expansion as well as the existing Milk House Market. The new building will have restrooms that will be tied into the local public sewer system. We are evaluating if we want to drill another well on site of use water available from Aqua at the street. Rainwater from the roof of the proposed building will be captured into a large holding tank and used to water animals and crops.

The proposed hours of operation would be Wednesday through Sunday noon until 11 pm. Any food consumed on site will be produced by the Milk House Market or an occasional food truck.

We have much support from our existing customer base and neighbors for this project. They are all existing to see the property remain protected and used as a farm.

We feel that the new expansion is permitted under the conservation easement and we are permitted to construct additional buildings exceeding the size requested. The Right to Farm Act also permits the plan by growing and processing the hops into a finished product.

All licenses and permits will be obtained from the PLCB.



100%

Camera: 539 m 40°17'42"N 75°13'35"W 97 m





New Britain Township

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

Property Details

Parcel Number: 26-001-123

Site Information

Site Address: 66 SELLERSVILLE ROAD
CHALFONT, PA 18914

Subdivision:
Municipality: New Britain Township

Ownership Information

First Name: WILLIAM A
Last Name: MUZIKA, SR
Business:
Mailing Address: 66 SELLERSVILLE ROAD
CHALFONT, PA 18914

Home Phone:
Business Phone:
Cell Phone: (215) 416-3240
Fax Phone:
Email:

Additional Owners

First Name:
Last Name:
Business:
Mailing Address:

Home Phone:
Business Phone:
Cell Phone:
Fax Phone:
Email:

Site Details

Zoning District: SR-2
Land Use: 1056 - Residence w/ Land under Act
Census: 102003
School District: Central Bucks SD
Sewer Type: Public
Water Type: Public
Acres: 30.95
Sq Ft: 1,348,182.00
Lot Width (Ft): 0.00
Lot Depth (Ft): 0.00
Irregular: No

Fire District: Chalfont
Ambulance:
Sewer Authority:
Water Authority:
Commercial Units: 0.00
Ward:
Equiv. Dwelling Units: 0.00
Property Type:
Voting District:
Police District:
Lot Number:

Legal Description



New Britain Township

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

Property Details

Parcel Number: 26-001-123

Improvement Information

Living Area: 2,676
Year Built: 1730
Bedrooms: 3
Full Baths: 1
Half Baths: 0
Total Rooms: 7
Sale Date: 04/30/2013
Recording Date: 05/03/2013
Sale Price (\$): \$475,000.00
Deed Book:
Deed Page:
Basement Type: Full
Exterior Wall: Masonry & Frame

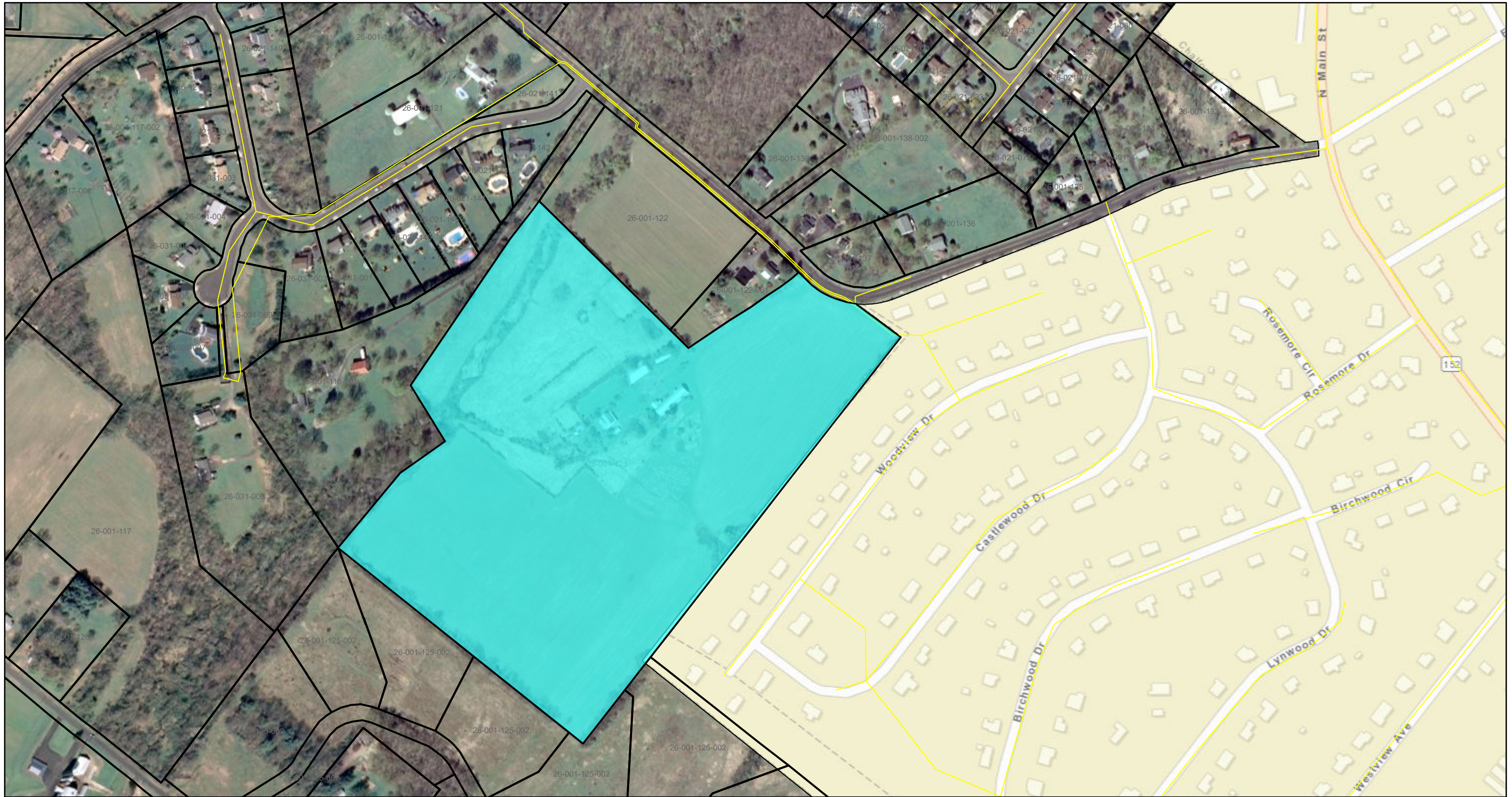
Tax Information

Tax Year:
Assessed Year: 2001
Taxpayer Type: 319
Property Tax (\$): \$0.00
Land Value (\$): \$2,400.00
Improved Value (\$): \$26,020.00
Total Value (\$): \$28,420.00
Percent Improved (%): 0.00

Miscellaneous Characteristics

Floodplain

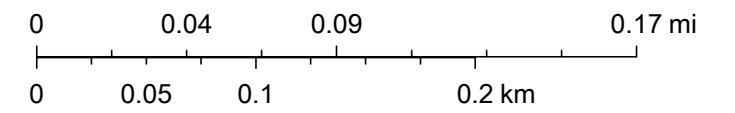
Milk House Market - Public Sewer



April 20, 2021

- Override 1
- Sanitary Sewer Mains
- Force Mains
- Parcels
- Boundary

1:4,514



Bucks County, PA, State of New Jersey, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Nowakowski

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 3rd day of May, A.D., 2000, by ***JESSIE M. NOWAKOWSKI***, having an address at 66 Sellersville Road, Chalfont, PA 18914, (hereinafter referred to as "***Grantor***"), in favor of ***NEW BRITAIN TOWNSHIP***, having an address at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "***Grantee***").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Bucks County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "***Property***"); and

WHEREAS, the Property possesses natural scenic and open space values (hereinafter collectively referred to as "***conservation values***") of great importance to Grantor, the people of New Britain Township, Bucks County, and the people of the State of Pennsylvania; and

WHEREAS, in particular, the Property possesses important open space, scenic, and agricultural values; and

WHEREAS, the specific conservation values of the Property are further documented in an inventory of relevant features of the Property, dated October 19, 1999, and on file at the offices of Grantee, and incorporated by this reference (hereinafter referred to as "***baseline documentation***"). which consists of reports, maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to farming existing at the time of this grant; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a municipal corporation organized pursuant to the Second Class Township Code, and a qualified organization under the rules and regulations of the Internal Revenue Code of 1986, as amended, I.R.C. §170(h)(iii), (hereinafter referred to as the "*Internal Revenue Code*"), to accept conservation easements pursuant to its open space plan, which includes as a primary purpose the preservation and protection of the land in its natural, agricultural, scenic and open space condition.

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the law of Pennsylvania, and in particular, the Second Class Township Code, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "*Easement*").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, agricultural and open space condition and to prevent any use of the Property that will interfere with the express conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving agriculture as are not inconsistent with the purpose of this Easement.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Subdivision for purpose of residential or industrial development;
- (b) Industrial uses;

- (c) Parking lots, storage areas or waste dumps of any kind;
- (d) Coverage of the land by asphalt, concrete, or other material that does not constitute a natural cover for the land, except as necessary for access to and maintenance of agricultural activity on the adjoining land;
- (e) Replacement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads and parking lots) other than the following:
 - (1) The maintenance, renovation, expansion or replacement of existing agricultural, residential and related buildings, structures and improvements in substantially their present location as shown on Exhibit "B"; provided, that any expansion or replacement of an existing building, structure or improvement may not substantially alter its character or function or increase its present height, or the land surface it occupies, by more than twenty (20) percent without the prior approval of Grantee;
 - * (2) The placement or construction, after prior notice to Grantee, of any additional buildings, structures and improvements for agricultural purposes;

- (3) The placement or construction, after prior notice to Grantee, of additional accessory structures and improvements for residential purposes (including, without limitation, private recreational facilities such as swimming pools and tennis courts, but not including dwelling place of any kind) in the designated residential area described in Exhibit "B";
- (4) Any easement, license, or other interest in real estate for the extension or conveyance of public utilities such as sewer, water, electric, cable communications, telecommunications, or natural gas under, on, or over the Property without the prior approval of Grantee;
- (5) The replacement or construction, after prior notice to Grantee, of facilities for the development and utilization of energy resources, including, without limitation, wind, solar, hydroelectric, methane, wood, alcohol, and fossil fuels for use on the property; provided that the design and location of any such facility shall be subject to the prior approval of Grantee.
- (f) Alteration of the land surface through grading or soil dumping or trenching, except as may be necessary for activities related to the purpose of this Easement, such as irrigation improvements or water development projects related to agricultural uses;

- (g) Surface mineral development or mining;
- (h) New advertising signs or billboards, except those advertising farm products derived from the agricultural use of the Property as agreed upon by the Grantee;
- (i) Cutting or removal of trees, shrubs, or other vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, and similar protective measures, or those activities related to farming;
- (j) Introduction of nonnative plants and animal species within riparian areas that may compete with and result in the decline or elimination of natural species. Any new plantings shall be confined to native plants characteristic of the riparian region;
- (k) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface water; provided that prohibition shall not be construed as extending to agricultural operations and practices (including, without limitation, the use of agrichemicals such as fertilizers, pesticides, herbicides, and fungicides) that are substantially in accordance with a farm conservation plan prepared by the Bucks County District Conservationists of the United States Department of Agricultural Soil Conservation Service, or any successor or equivalent agency which is reviewed and updated whenever a substantial change in

operation is contemplated, but in any case, no less than every ten (10) years; and

- (l) No dumping of any kind including, but not limited to, trash, concrete, toxic materials, synthetic materials, except as those organic plant materials usually related to agricultural uses.

4. **Reserved Rights.** Grantor reserves to herself, and to her personal representatives, heirs, successors and assigns, all rights accruing from her ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, which include the following:

- (a) To reside on the property;
- (b) To engage in all agricultural uses of the Property in accordance with sound, generally accepted agricultural practices. For purposes of this Easement "agricultural uses" shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description; breeding and raising bees, fish, poultry and other fowl; planting, raising, harvesting and producing agricultural, aquicultural, horticultural, and forestry crops and products of every nature and description; and the primary processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the property;

- (c) To engage in any business that is conducted by, and in the home of, a person residing on the property or that involves the provision of goods or services incidental to, and occupied structures used principally for the agricultural uses of the Property;
- (d) To engage and permit others to engage in recreational uses of the Property, limited to hunting and fishing, that require no surface alteration or other development of the land;
- (e) The right to approve any proposed restoration activities within the Easement Area, modification of restoration plans and all activities necessary to carry out the restoration projects as granted under Paragraph 2;
- (f) The right to approve any proposed public access path or trail within the Easement Area, modification of public access plans, and all activities necessary to carry out the public access projects granted under Paragraph 7; and
- (g) The right to remove or demolish any existing structure, building or dwelling and replace that building, structure or dwelling in the same or other location in accordance with the then prevailing zoning ordinance and building code of the municipality. Any removal or relocation of buildings, structures or dwellings requires the Grantor to return the original site to a natural state in accordance with the purpose of the Easement.

5. Notice and Approval.

5.1 Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 2, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.2 Grantee's approval. Where Grantee's approval is required, as set forth in Paragraph 3. Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2 , both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific

performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. All reasonable costs incurred by either Grantor or Grantee in enforcing the terms of this Easement against the other in a judicial enforcement action, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by a party's violation of the terms of this Easement, shall be borne by the non-prevailing party.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such terms, or of any subsequent breach of the same, or any other term of this Easement, or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defense. Grantor hereby waives any defense of laches, estoppel or prescription.

6.9 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency

conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. **Access.** A right of access is granted to Grantee for the benefit of the general public for inspection, pedestrian and bicycle conveyance from Sellersville Road to Walter Road and adjacent properties. Said right of access shall follow as nearly as possible the northerly and westerly property boundaries, pursuant to this grant of access. The design, construction and maintenance of any path or trail shall be the responsibility of Grantee, and Grantee will take whatever reasonable action is necessary to protect the agricultural uses from public damage or encroachment.

8. **Costs, Liabilities, Taxes and Environmental Compliance.**

8.1 **Costs, Legal Requirements and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

8.2 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (hereinafter collectively referred to as "*taxes*"), including any Taxes imposed upon, or incurred as a

result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.3 Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of their knowledge:

- (a) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state and local laws, regulations and requirements;
- (b) Grantor and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use;
- (c) There is no pending or threatened litigation in any way affecting, involving or relating to the Property; and
- (d) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there

exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands or orders.

8.4 Remediation. If, at any time, there occurs, or has occurred, a release in, on or about the Property of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

8.5 Control.

- (a) Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (hereinafter referred to as "*CERCLA*"), and corresponding state statute.
- (b) Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns.

Grantor shall continue to be solely responsible for the payment of taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the Conservation Easement shall not be deemed to be management for the purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act, or within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (hereinafter referred to as "CERCLA").

8.6 Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its elected and appointed officials, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (hereinafter collectively referred to as "*Indemnified Parties*") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other

failure to comply with any federal, state, or local law, regulation, or requirement, including, without limitation, CERCLA and corresponding state statute, by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.5.

9. Extinguishment and Condemnation.

9.1 Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Paragraph 9.2.

9.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interest in the Property subject to the taking, or in lieu purchase, and all direct or incidental damages resulting therefrom. All expenses

reasonably incurred by Grantor and Grantee in connection with the taking, or in lieu purchase, shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 9.2.

9.3 Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

10. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the laws of the Commonwealth of Pennsylvania (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose which this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment of at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

11. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which she divests herself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability any way.

12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, with thirty (30) days of receipt of Grantor's written request therefor.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: _____

To Grantee: _____

or such other address as either party from time to time shall designate by written notice to the other.

14. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Bucks, County, Pennsylvania, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. **General Provision.**

15.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Pennsylvania.

15.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of New Britain Township. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 15.5.

15.5 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including State law or Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the Recorder of Deeds Office for Bucks County, Pennsylvania.

15.6 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.7 Joint obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

15.8 Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and her personal representatives, heirs, successors and assigns and the above-named Grantee and its successors and assigns.

15.9 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

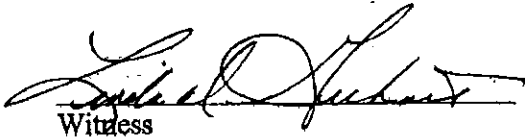
15.10 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.


15.11 Counterparts. The parties may execute this instrument in two (2) or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

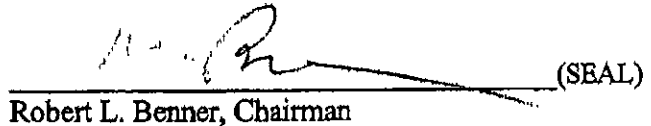
APPROVAL BY GRANTOR:

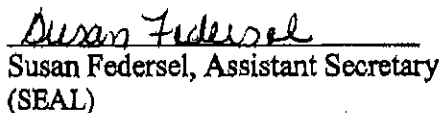

Witness

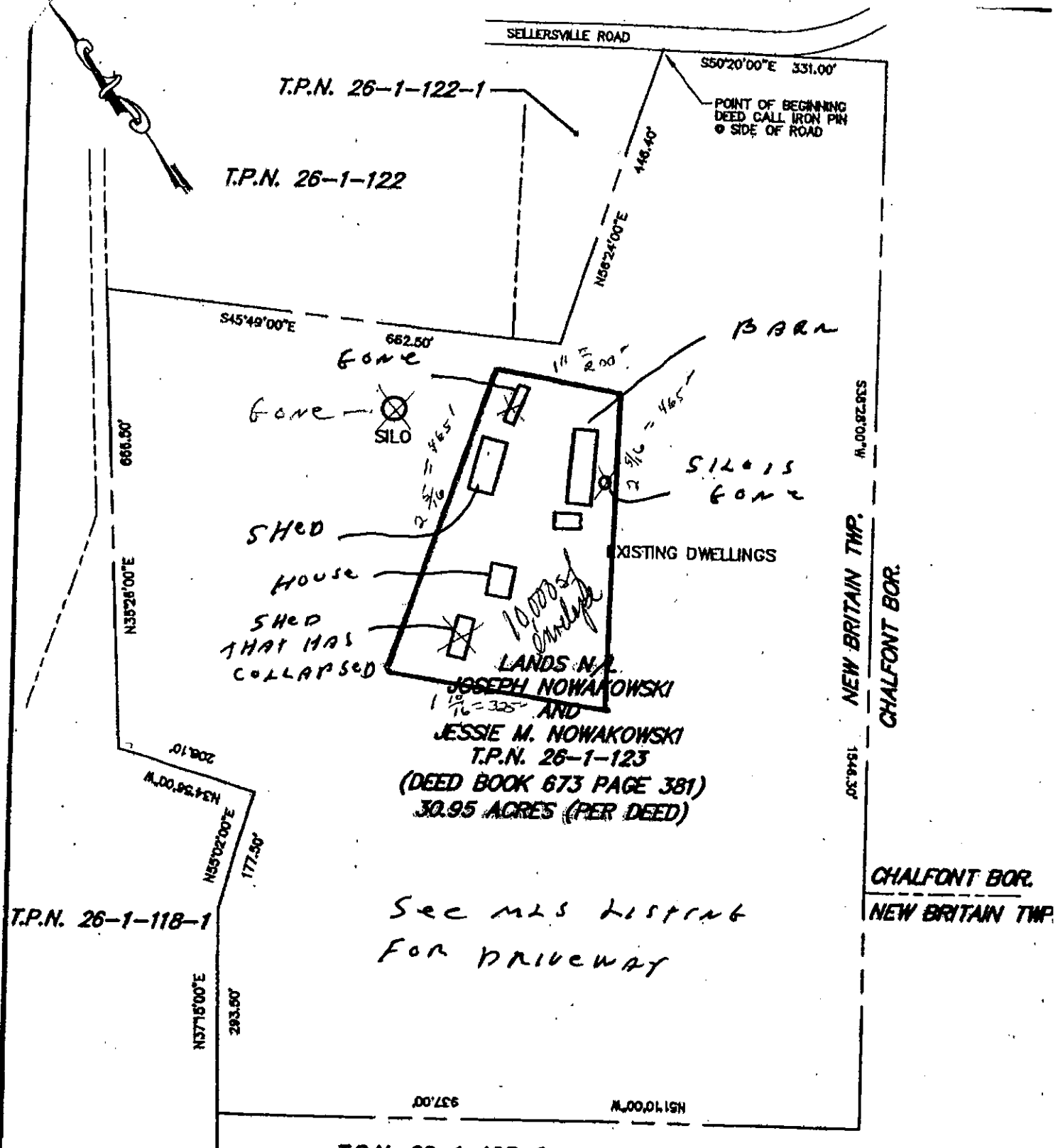
 (SEAL)
Jessie M. Nowakowski

APPROVAL BY GRANTEE, NEW BRITAIN TOWNSHIP:

BOARD OF SUPERVISORS:

 (SEAL)
Robert L. Benner, Chairman


Susan Federsel, Assistant Secretary
(SEAL)



INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF A PROFESSIONAL SERVICE RENDERED BY AND IS OWNED BY CARROLL ENGINEERING CORPORATION. REPRODUCTION OF THIS PLAN WITHOUT APPROVAL OF CARROLL ENGINEERING CORPORATION IS NOT PERMITTED. THE REPRODUCTION OF A COPY OF THIS PLAN FOR THE PURPOSE OF CREATING ADDITIONAL COPIES OR REVISING SAID PLAN SHALL, IN NO CIRCUMSTANCE, BE APPROVED. VIOLATION OF THIS RESTRICTION SHALL BE CONSIDERED A VIOLATION OF BOTH THE PROFESSIONAL CODE OF ETHICS AND A TRUST OF CORPORATE ASSETS, BOTH OF WHICH SHALL BE PROSECUTED TO THE FULLEST EXTENT OF CURRENT STATUTES.

- NOTES
- 1) DEED INFORMATION WAS OBTAINED FROM DEED BOOK 673, PAGE 381.
 - 2) DEED ERROR OF CLOSURE IS N65°02'54"W, 0.29'.
 - 3) PHOTOGRAPH LOCATIONS ARE APPROXIMATE

CE CARROLL ENGINEERING CORPORATION
CONSULTING ENGINEERS
WARRINGTON, PA

CONSERVATION EASEMENT PLAN
T.P.N. 26-1-123 (DEED PLOT)
MADE FOR
NEW BRITAIN TOWNSHIP
SITUATED IN
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

DATE 10-14-99
JOB NO. 99-0408.00
SCALE 1" = 200'
DWG. NO. A2-1-93

84080809

Consent Agenda Items for the Next Meeting (04/26/21)

1. Payment Application #1 (FINAL) for \$78,244.20, by Bi-State Construction Company, Inc. for culvert repairs on Walters Road, Sellersville Road and Upper State Road.
2. George and Gertrude Freas have executed a Professional Services Agreement for a property on Upper Stump Road, TMP #26-004-006, with corresponding legal and engineering escrow of \$5,000.00.
3. Stormwater O&M Agreement with Robert and Linda Livesay for 314 Dorothy Lane, TMP #26-001-125-011, for construction of a swimming pool, with a Stormwater BMP maintenance fee of \$480.00.
4. Robert and Krystal DeSantis have executed a Professional Services Agreement for a property on 109 King Road, TMP #26-004-042, with corresponding legal and engineering escrow of \$5,000.00.
5. Wawa, Inc. has executed a Development Agreement in association with 525/527 West Butler Avenue, TMP #26-006-101, 26-006-101-004, and 26-006-101-005. All corresponding fees and financial security are being held in escrow.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

April 12, 2021

File No. 17-04054

Michael Walsh, Interim/Assistant Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

Reference: NBT 2020 Culvert & Bridge Repairs
Application for Payment #1 (Final)

Dear Michael:

Please find the Application for Payment #1 (Final) for the above-referenced project for the Board of Supervisors' consideration at an upcoming meeting. Also enclosed, please find the Bi-State Construction Co., Inc.'s Payment Application. We note that certified payroll documentation is not required as project did not meet the threshold for prevailing wages (\$100,000 for "locally funded" highway and bridge projects). Gilmore & Associates, Inc. has verified the work item quantities submitted within this payment request and found the project to be Substantially Complete.

We recommend Payment #1 be in the amount of Seventy-Eight Thousand Two Hundred Forty-Four Dollars and Twenty Cents (\$78,244.20) to Bi-State Construction Co., Inc., as indicated in the attached Application for Payment. Additionally, we note that the quantities in the bid were based on estimates of the damage caused by the storm. The actual quantities were verified in the field and are reflected in the Payment Application.

In addition, the Contractor has submitted the following items, originals of which are enclosed:

1. Maintenance Bond in the amount of fifteen (15) percent of the completed contract amount, valid for eighteen (18) months, starting April 6, 2021;
2. Consent of Surety to Final Payment
3. Contractor's Affidavit
4. Contractor's Release of Liens
5. Certificate of Liability Insurance

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

Sincerely,

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

JM/tw/sl

Enclosures: As referenced

cc: Peter Nelson, Esq., Grim, Biehn & Thatcher
Ed Mylet, Bi-State Construction Co., Inc.
Greg Denardo, Bi-State Construction Co., Inc.
Dennis Dierolf, Bi-State Construction Co., Inc.
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.
Jerry O'Donnell., Gilmore & Associates, Inc.

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

APPLICATION FOR PAYMENT

To: <u>New Britain Township</u> <u>c/o Gilmore & Associates, Inc.</u> <u>65 E. Butler Avenue</u> <u>New Britain, PA 18901-5106</u>	Project No.: <u>17-04054</u> Project Name: <u>2020 Culvert and Bridge Repairs</u> Contractor: <u>Bi-State Construction Co., Inc.</u> Address: <u>1500 Uhler Rd Suite 102</u> <u>Easton, PA 18040</u>
---	--

Application No.: 1

For Period From: 01/06/21 To: 03/25/21

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

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

Original Contract Sum	\$	<u>85,666.00</u>
Net Change by Change Order(s)	\$	<u>-</u>
Contract Sum to Date	\$	<u>85,666.00</u>

Total Completed and Stored to Date	\$	<u>\$78,244.20</u>
Less 10% Retainage	\$	<u>-</u>
Total Earned Less Retainage	\$	<u>78,244.20</u>
Less Previous Application(s) for Payment	\$	<u>-</u>
Current Payment Due	\$	<u>78,244.20</u>

This is to certify that the work as listed hereafter has been completed in accordance with the approved plans and specifications. Submitted this 12th day of April, 2021.


By: Gregory K. DeNardo / President
Contractor

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

Approved this 12th day of April, 2021.


By: _____
Engineer

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

CLIENT:

New Britain Township

PROJECT NAME:

2020 Culvert and Bridge Repairs

PROJECT NUMBER:

17-04054

CONTRACTOR: Bi-State Construction Co., Inc.

1500 Uhler Rd Suite 102

Easton, PA 18040

For Work Completed Through: 3/25/2021

#	DESCRIPTION	SCHEDULE OF VALUES			WORK COMPLETED		TOTAL AMOUNT PAYABLE	
		QUANTITY & UNITS	UNIT PRICE	CONTRACT AMOUNT	COMPLETE APP. 1	TOTAL COMPLETE		
Walters Road Culvert Repairs (Base Bid)								
1	Erosion and Sediment Controls	LS	1	\$625.00	\$625.00	1	1	\$625.00
2	Removal of Traffic Controls after Construction	LS	1	\$375.00	\$375.00	1	1	\$375.00
3	Unforeseen Project Water Pollution Controls	LS	1	\$3,000.00	\$3,000.00	0	0	\$0.00
4	Clearing and Grubbing	LS	1	\$1,530.00	\$1,530.00	1	1	\$1,530.00
5	Unclassified Excavation	CY	30	\$49.00	\$1,470.00	15.7	15.7	\$769.30
6	Cleaning Existing Ditches and Excavation	LF	145	\$11.00	\$1,595.00	253	253	\$2,783.00
7	Select Borrow Excavation, Coarse Aggregate No. 3A	CY	40	\$57.00	\$2,280.00	21.8	21.8	\$1,242.60
8	Milling of Asphalt Pavement Surface, 1.5" Depth	SY	107	\$11.00	\$1,177.00	119	119	\$1,309.00
9	7" 25mm Superpave Base Course, PG64-22, HMA, 3 to	SY	83	\$84.00	\$6,972.00	115	115	\$9,660.00
10	1.5" 9.5mm Superpave Wearing Course, PG64-22, HMA, 3 to <10M ESALs	SY	107	\$39.00	\$4,173.00	119	119	\$4,641.00
11	Bituminous Tack Coat	SY	107	\$1.00	\$107.00	0	0	\$0.00
12	3" 25mm Superpave Base Course - Slope Stabilization	SY	50	\$36.00	\$1,800.00	52	52	\$1,872.00
13	Geotextile, Class 4, Type A	SY	136	\$4.00	\$544.00	204	204	\$816.00
14	Rock, Class R-3	CY	35	\$65.00	\$2,275.00	34.1	34.1	\$2,216.50
15	Rock, Class R-4	CY	35	\$65.00	\$2,275.00	34.1	34.1	\$2,216.50
16	Mobilization	LS	1	\$3,000.00	\$3,000.00	1	1	\$3,000.00
17	Remove and Reset Guide Rail	LS	1	\$1,400.00	\$1,400.00	1	1	\$1,400.00
18	Topsoil, Seed and Mulch	SY	20	\$78.00	\$1,560.00	14.7	14.7	\$1,146.60
19	Left Clearance Marker Sign	EA	1	\$300.00	\$300.00	1	1	\$300.00
20	Reset Right & Left Clearance Marker Sign	EA	2	\$56.00	\$112.00	2	2	\$112.00
Sellersville Road Culvert Repairs (Base Bid)								
21	Erosion and Sediment Controls	LS	1	\$500.00	\$500.00	1	1	\$500.00
22	Maintenance & Protection of Traffic During Construction	LS	1	\$2,000.00	\$2,000.00	1	1	\$2,000.00
23	Unforeseen Project Water Pollution Controls	LS	1	\$3,000.00	\$3,000.00	0	0	\$0.00
24	Unclassified Excavation	CY	9	\$82.00	\$738.00	8.4	8.4	\$688.80
25	Select Borrow Excavation, Coarse Aggregate No. 3A	CY	8	\$102.00	\$816.00	2.2	2.2	\$224.40
26	Milling of Asphalt Pavement Surface, 1.5" Depth	SY	7	\$200.00	\$1,400.00	7.9	7.9	\$1,580.00
27	7" 25mm Superpave Base Course, PG64-22, HMA, 3 to <10M E	SY	10	\$154.00	\$1,540.00	13	13	\$2,002.00
28	1.5" 9.5mm Superpave Wearing Course, PG64-22, HMA, 3 to <	SY	17	\$68.00	\$1,156.00	20.5	20.5	\$1,394.00
29	Bituminous Tack Coat	SY	17	\$4.00	\$68.00	20.5	20.5	\$82.00
30	3" 25mm Superpave Base Course - Slope Stabilization	SY	17	\$148.00	\$2,516.00	58	58	\$8,584.00
31	Foreign Borrow Excavation	CY	7	\$119.00	\$833.00	8.2	8.2	\$975.80
32	Mobilization	LS	1	\$1,600.00	\$1,600.00	1	1	\$1,600.00
33	Remove and Reset Guide Rail	LS	1	\$700.00	\$700.00	0	0	\$0.00
34	Erosion Control Matting, SC-150	SY	5	\$64.00	\$320.00	4.9	4.9	\$313.60
35	Topsoil, Seed and Mulch	SY	20	\$55.00	\$1,100.00	8.8	8.8	\$484.00
36	Live Stakes	EA	15	\$58.00	\$870.00	15	15	\$870.00

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

New Britain Township
PROJECT NAME:
 2020 Culvert and Bridge Repairs
PROJECT NUMBER:
 17-04054

CONTRACTOR: Bi-State Construction Co., Inc.
 1500 Uhler Rd Suite 102
 Easton, PA 18040

For Work Completed Through: 3/25/2021

#	DESCRIPTION	SCHEDULE OF VALUES			WORK COMPLETED		TOTAL AMOUNT PAYABLE	
		QUANTITY & UNITS	UNIT PRICE	CONTRACT AMOUNT	COMPLETE APP. 1	TOTAL COMPLETE		
Alternate 1 - Upper Church Road Repair								
37	Erosion and Sediment Controls	LS	1	\$500.00	\$500.00	1	1	\$500.00
38	Maintenance & Protection of Traffic During Construction	LS	1	\$1,600.00	\$1,600.00	1	1	\$1,600.00
39	Unforeseen Project Water Pollution Controls	LS	1	\$3,000.00	\$3,000.00	0	0	\$0.00
40	Unclassified Excavation	CY	8	\$93.00	\$744.00	17.4	17.4	\$1,618.20
41	Mobilization	LS	1	\$1,600.00	\$1,600.00	1	1	\$1,600.00
42	Rock, Class R-3	CY	6	\$128.00	\$768.00	9.7	9.7	\$1,241.60
43	Rock, Class R-4	CY	6	\$128.00	\$768.00	9.7	9.7	\$1,241.60
44	Remove and Reset Guide Rail	LS	1	\$700.00	\$700.00	0	0	\$0.00
45	Fix or Replace Geotextile Fabric, Non-Woven	SY	21	\$27.00	\$567.00	58.3	58.3	\$1,574.10
46	Erosion Control Matting, SC-150	SY	16	\$31.00	\$496.00	20.8	20.8	\$644.80
47	Topsoil, Seed and Mulch	SY	16	\$81.00	\$1,296.00	20.8	20.8	\$1,684.80
Alternate 2 - Walters Road Gravel Bar Removal								
48	Erosion and Sediment Controls	LS	1	\$5,000.00	\$5,000.00	0	0	\$0.00
49	Unclassified Excavation - Gravel Bar Removal	CY	20	\$130.00	\$2,600.00	0	0	\$0.00
Alternate 3 - Sellersville Road Gravel Bar Removal								
50	Erosion and Sediment Controls	LS	1	\$4,000.00	\$4,000.00	1	1	\$4,000.00
51	Unclassified Excavation - Gravel Bar Removal	CY	10	\$130.00	\$1,300.00	27.2	27.2	\$3,536.00
Alternate 4 - Upper Church Road Gravel Bar Removal								
52	Erosion and Sediment Controls	LS	1	\$3,700.00	\$3,700.00	0	0	\$0.00
53	Unclassified Excavation - Gravel Bar Removal	CY	10	\$130.00	\$1,300.00	13	13	\$1,690.00

TOTAL AMOUNT COMPLETED TO DATE	\$78,244.20
LESS 10% RETAINAGE	\$0.00
SUBTOTAL	\$78,244.20
LESS AMOUNT PREVIOUSLY PAID	\$0.00
AMOUNT DUE THIS APPLICATION	\$78,244.20

CONTRACTOR'S Certification:

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

4/12/2021

Date

Bi-State Construction Co., Inc.

Contractor

Gregory K. DeNardo / President

Authorized Signature

Payment of the above amount due this application is recommended.

4/12/2021

Date

Janene M. Marchand, P.E.

Engineer

Janene M. Marchand
 Authorized Signature

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this ____ day of _____, A.D., 20___, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **George and Gertrude Freas of 203 N. Buckingham Lane, North Wales, PA 19454** (hereinafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located on **Upper Stump Road**, also known as Bucks County Tax Map Parcel No(s). **26-004-006** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

Michael Walsh, Assistant Township Manager

FOR APPLICANT:

(Applicant - Print Name)

By:
(Applicant - Signature(s))

(Applicant - Print Name)

By:
(Applicant - Signature(s))

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

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

TMP # 26-001-125-011

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by **ROBERT S. LIVESAY and LINDA E. LIVESAY**, located at 314 Dorothy Lane, Chalfont, PA 18914 (hereinafter referred to as “**Landowners**”), 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, Landowners are the owners of a tract of land consisting of approximately 2 acres, located at 314 Dorothy Lane in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-001-125-011 (hereinafter referred to as the “**Property**”); and

WHEREAS, Landowners are proposing to construct a swimming pool, concrete patios, pool house, driveway expansion, and other associated improvements (hereinafter referred to as the “**Project**”) pursuant to plans entitled “Pool Permit Plan”, as prepared by Bohler Engineering, dated November 13, 2020, last revised April 12, 2021 consisting of three (3) sheets, 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, Landowners are proceeding to develop the Property in accordance with the Plan; and

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

WHEREAS, the Township and Landowners 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, Landowners propose 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 Landowners execute and record this Agreement in the Office of the Recorder of Deeds of Bucks County, Pennsylvania for the purpose of ensuring that: (1) the Stormwater Management Facilities are located, constructed, installed, operated, and maintained by Landowners in accordance with the Plan; (2) following the completion of the duties of Landowners 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 Landowners or their 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 Landowners in accordance with the terms, conditions, and specifications identified in the Plan.

3. Landowners 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 Landowners; 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. Landowners shall keep and maintain the Stormwater Management Facilities in good working condition. Landowners 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, Landowners, for themselves, their heirs, grantees, successors, and assigns, agree 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 Landowners 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 Landowners to remove such sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to correct and repair any damage caused by such sedimentation at their sole expense.

9. Landowners hereby agree 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. Landowners are specifically prohibited from flushing any debris or other material out of the Facilities.

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

11. Landowners hereby grant 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 Landowners 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 Landowners and payable to the Township.

12. Landowners hereby grant and convey 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 Landowners; 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 Landowners 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 Landowners' 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 Landowners of any inspection, maintenance or repair undertaken within five days of the activity. Landowners shall reimburse the Township for its costs.

14. Landowners 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, Landowners shall pay a Stormwater BMP Maintenance Guarantee of Four Hundred and Eighty Dollars (\$480.00) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "**Guarantee**"). Furthermore, Landowners 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 Landowners' failure to perform such work. Landowners 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 Landowners fail to fulfill such responsibility or guarantee regarding the inspection, operation, performance,

maintenance, repair, and replacement of the Facilities or fail 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 Landowners.

In addition to the aforementioned remedy concerning the Guarantee, if Landowners fail to properly operate, maintain, repair, and/or replace the Stormwater Management Facilities in accordance with this Agreement or fail 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 Landowners, 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 Landowners' failure to perform such work, Landowners 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. Landowners, for themselves, their 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; Landowners' compliance with this Agreement; or the exercise of the rights granted to the Township by this Agreement. Furthermore, Landowners, for themselves, their 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 Landowners, and Landowners shall defend, at their 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, Landowners shall pay all costs and expenses in connection therewith.

18. Landowners shall hold Township harmless and indemnify Township, its officers, employees, or agents, 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 subject Stormwater Management Facilities arising out of the performance by Landowners, their heirs, grantees, successors, and assigns, in constructing, inspecting, operating, repairing, replacing, and/or maintaining such Facilities. Landowners further agree that they, their heirs, grantees, successors, and assigns will reimburse the Township for any expenses which the Township, its officers, employees, or agents, have incurred, including legal fees, engineering fees, expert witness fees, and judgments, as a result of claims filed or brought against the Township, its officers, employees, or agents, related to the construction, inspection, operation, repair, replacement, and/or maintenance of the Stormwater Management Facilities.

19. If the Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Landowners of such violation, along with a list of responsibilities which have not been properly performed by Landowners, and demand corrective action sufficient to cure the violation. Landowners shall have fifteen (15) calendar days to accomplish, to the Township's satisfaction, the responsibilities on the list. If Landowners fail 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, fail to begin curing such violation within the fifteen (15) day period, or fail 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.

Landowners agree 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 Landowners, including, without limitation, costs and expenses of suit, and reasonable attorney's fees, shall be borne by Landowners, 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. Landowners, for themselves, their heirs, grantees, successors, and assigns, hereby waive any defense of laches, estoppel, or prescription.

In addition, upon failure of Landowners to fulfill any of their 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 Landowners into compliance with this Agreement. All such work shall be conducted at Landowners' expense, and Landowners hereby agree 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.

20. 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 Landowners, their heirs, grantees, successors, and assigns.

21. 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 "Landowners", "New Britain Township", and "Township" as used herein shall include their respective heirs, grantees, successors, and assigns.

22. 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.

23. Landowners 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.

24. This Agreement shall not be modified, amended, or terminated except by a written agreement executed by all of the parties.

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

26. 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.

27. If any ambiguity or ambiguities in this Agreement should be claimed by either Landowners 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 Landowners.

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

29. 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
314 Dorothy Lane
(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.

LANDOWNERS:

LIVESAYS

Witness

By: _____

Robert S. Livesay

Witness

By: _____

Linda E. Livesay

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., 2021, 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: Gregory T. Hood

Title: Chairman

ATTEST:

Michael Walsh, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
314 Dorothy Lane
(Acknowledgments)**

BY LANDOWNERS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____ :

ON THIS _____ day of _____, A.D., 2021, before me, a Notary Public, personally appeared **ROBERT S. LIVESAY and LINDA E. LIVESAY**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

ON THIS _____ day of _____, 2021, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on the Board’s behalf for the uses and purposes therein set forth.

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

_____(SEAL)
Notary Public

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 22 day of April, A.D., 2024, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Robert Garbaccio and Krystal DeSantis** of 133 Addison Lane, Lansdale, PA 19446 (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **109 King Road**, also known as Bucks County Tax Map Parcel No(s). **26-004-042** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW BRITAIN TOWNSHIP:

Eileen Bradley, Township Manager

FOR APPLICANT:

ROBERT M. BARBARO

(Applicant - Print Name)

By: [Signature]

(Applicant - Signature(s))

Krystal DeSantis

(Applicant - Print Name)

By: Krystal DeSantis

(Applicant - Signature(s))

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
(Wawa, Inc.)**

THIS AGREEMENT, dated this _____ day of _____, A.D., 2021, is made by and between ***NEW BRITAIN TOWNSHIP***, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “***Township***”);

A N D

WAWA, INC., a New Jersey business corporation, having offices at 260 West Baltimore Pike, Wawa, PA 19063 (hereinafter referred to as “***Developer***”), co-developer of certain premises in the Township of New Britain, Bucks County, Pennsylvania, consisting of three parcels, totaling 13.208 acres, located at 525/527 West Butler Avenue, New Britain Township, Bucks County, Pennsylvania, also known as Bucks County Tax Parcel Nos. 26-006-101, 26-006-101-004, and 26-006-101-005 (hereinafter referred to as the “***Property***”) and owned by Provco Pinegood Chalfont, LLC (hereinafter referred to as the “***Provco***”), and more fully described on a separate set of plans on record in the Township Office entitled the Wawa Final Land Development Plans, prepared by Bohler Engineering, consisting of forty-one (41) sheets, dated May 18, 2018, last revised September 20, 2019; said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the “***Plan***”).

WITNESSETH

WHEREAS, Developer represents and warrants to Township that it is the co-developer and lessee of one of the parcels that comprise the Property; and

WHEREAS, Developer further intends to develop the Property with a 5,585-square-foot convenience store, 12 motor vehicle fueling stations, and appurtenant improvements for the future use by Wawa (hereinafter referred to as the “***Project***”) pursuant to the Plan and Township’s grant of conditional final approval thereof; and

WHEREAS, Developer further intends to construct improvements, including, but not limited to, drainage, paving, lighting, landscaping, and other requirements (hereinafter referred to as the “***Improvements***”) in accordance with the Plan and Township Resolution 2019-11, which granted conditional final plan approval to the Project on April 1, 2019, a copy of which is attached hereto and made a part hereof as ***Exhibit “A”***; and

WHEREAS, the specific Improvements to be installed/constructed by Developer are listed in the Financial Security Agreement attached hereto and incorporated herein as ***Exhibit “B”***; and

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

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

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

I. PLAN AND PROJECT COMPLIANCE

Developer herewith represents and warrants to Township that it is the lessee of a portion of the Property. Developer agrees that any and all plans filed in conjunction with any building permit application related to the construction of the Project shall be in compliance with the Township's Building, Plumbing, Electrical, Property Maintenance and Fire Prevention Ordinances/ Codes, as currently amended. Any work performed under the Plan and this Agreement shall be in compliance with the Ordinances/Codes of Township and in accordance with accepted engineering practices.

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

II. RESERVED

III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

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

IV. CONSTRUCTION PLANS

Developer agrees to provide Township with five (5) full sets of the construction plans for this Project and agrees that no Permits will be issued until this provision is fully met. In addition, Developer shall submit one (1) electronic copy of the CAD file of the Plan on compact disks/CD-ROMs/DVDs in a PC language, either DWG or DXF vector format, which shall be identical to the paper copies.

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

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

VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER

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

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

VII. RESERVED

VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

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

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

IX. FINANCIAL SECURITY

Developer agrees to deliver an Irrevocable Letter of Credit (the "*LOC*") to Township to financially guarantee the completion of the Improvements that are required to be completed by Developer. The LOC shall be provided by PNC Bank, N.A. (hereinafter referred to as "*Bank*") in the amount of Seven Hundred Twenty-Six Thousand Seven Hundred Fifty-Six Dollars and Ninety-Six Cents (\$726,756.96) (the "*Financial Security*"). The LOC shall be in Township's name and shall be delivered on or before the time of the execution of this Agreement. This Financial Security represents the estimated amount of money necessary to complete the itemized Improvements set forth on the attached *Exhibit "B"* and is being delivered to Township for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including but not limited to, the attached Exhibits and the Plan, to construct the Improvements as shown on the Plan and as required by this Agreement. This Financial Security shall be extended from time to time as needed until the Improvements as described upon the Plan have been completed and Developer is released by Township from its obligations under this Agreement. No Building Permits will be issued for any building construction until the Financial Security is provided and Provco has posted financial security for those required Improvements not included on Exhibit "B".

In the event that the Improvements are not installed pursuant to the terms of this Agreement, Township shall have the right and privilege to use this Financial Security pursuant to the provisions of this Agreement. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the construction of the Project, Township shall have the right and privilege to make demand upon Bank for all or part of the amount secured by the Financial Security concerning such defaulted obligation. Any determination of default shall be within

the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by Bank shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Bank shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. The Township shall return the remaining balance of said payment, if any, back to Bank, as appropriate, to be held as all or part of the Financial Security.

Upon authorization by the Township Engineer, the Township may periodically release monies guaranteed by the Financial Security in installments for the payment of completed construction work on the Improvements. In no event, however, will funds in excess of ninety percent (90%) of the original amount of the LOC be released except as hereinafter provided upon completion and Township acceptance and/or approval of the Improvements. The value of said completed Improvements, for purposes of this paragraph, shall be determined by the Township Engineer.

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

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

X. RETAINAGE

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

The purpose of the Retainage is to guarantee the construction, structural integrity, good working order, and repair of the Dedicated Improvements for the Maintenance Period. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the Maintenance Period, Township shall have the right and privilege to make demand upon the holder of the Retainage for full payment of the Retainage or any part thereof. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by the holder shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by the holder shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to engineering fees, attorney's fees, construction or demolition costs, and repair costs. Township shall return the remaining balance of said payment, if any, to the holder to be held as all or part of the Retainage.

XI. INDEMNIFICATION

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

XII. INSURANCE

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

- a. General Liability - Coverage for bodily injury with a limit of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of Two Million Dollars (\$2,000,000.00) for personal injury and property damage in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements and/or not exclude such coverages: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.
- b. Automobile Liability - Coverage for bodily injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million Dollars (\$1,000,000.00) per bodily injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.
- c. Excess Liability - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional Five Million Dollars (\$5,000,000.00) coverage per occurrence and in the aggregate for bodily injury and property damage combined.
- d. Workers' Compensation - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and approved the policies of insurance. Developer shall, upon request and at least annually, furnish the Township with adequate proof that the required insurance is in full force and effect, in form satisfactory to the Township Solicitor. Developer further warrants that said insurance coverage shall not be altered, modified, or canceled until dedication of the Improvements has been officially accepted by Township or until Township has given express written consent of such. In addition, Developer shall continue to provide this primary insurance protection to the Township for the two (2) year statute of limitations period immediately following the close of the Maintenance Period. Developer shall endeavor to cause its insurer to issue policies that provide that the same shall not be cancelled or modified without first giving Township at least fifteen (15) days prior written notice. In the event Developer's insurer does not cause such policies to so provide as aforesaid, then Developer shall provide Township with written notice of any cancellation or modification of the policies no later than five (5) business days after Developer receives notice from its insurer that any policy required to be maintained hereunder is being cancelled or modified.

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

XIII. SUBCONTRACTORS AND MATERIALS

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

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

XIV. REMOVAL OF DEBRIS

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

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

XV. SAFETY PRECAUTIONS

At all times prior to completion of the Project and the expiration of the Maintenance Period, Developer shall have available twenty-four (24) hours a day, seven (7) days a week, two (2) separate individuals ("***Emergency Contacts***") who may be contacted by Township in the event of any emergency requiring action or consent on the part of Developer. These Emergency Contacts shall have full power to authorize, direct, or consent to any required emergency action on the part of Developer, Township, any utility, any governmental agency, or any emergency service. The Emergency Contacts' names; addresses; and facsimile, telephone, mobile phone, and pager numbers shall be provided, in writing, to Township immediately following execution of this Agreement. Any change in an Emergency Contact's identity or information must be provided in writing to Township at least forty-eight (48) hours in advance of the change occurring, along with the date such change will take place. No permits shall be issued unless Township has current, up-to-date information regarding the Emergency Contacts.

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

XVI. EROSION AND SEDIMENTATION CONTROL

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

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

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

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

The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the Plan and shall be done in such a manner so as to cause minimal inconvenience to residents living on or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site. Provided there is sufficient topsoil on the Property, any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a minimum of ten (10) inches, plus or minus one-half (1/2) inch, of topsoil. The storage or berming locations of topsoil shall be approved by Bucks County Conservation District and the Township Engineer prior to any

topsoil being stored or stockpiled in those locations. No topsoil shall be removed from the Property without the express written permission of the Township Board of Supervisors.

All grading shall be conducted in accordance with the Plan, and all buildings shall be constructed at the elevation set forth on the Plan or on plot plans submitted at the time of building permit application and approved by the Township Engineer. Prior to framing any structure, Developer and its registered professional surveyor or engineer shall certify that said structure is being constructed at the approved elevation.

XVII. RESERVED

XVIII. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XX. TIME FOR COMPLETION

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

XXI. REIMBURSEMENT FOR COSTS AND EXPENSES

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

To ensure such reimbursement, Developer has established as a part of the Financial Security a sum of Sixty Thousand Five Hundred Sixty-Three Dollars and Eight Cents (\$60,563.08) as set forth within *Exhibit "B"* (hereinafter referred to as the "*Reimbursement Fund*"). If any invoice to Developer from Township for engineering, inspection, legal, or other professional services incurred by Township is not paid by Developer within thirty (30) days after presentation and Developer has not filed a timely challenge to the invoice pursuant to the Pennsylvania Municipalities Planning Code, Township is authorized to direct Bank to pay such invoice directly to Township from the Reimbursement Fund. In addition, Developer has established a contingency fund of Sixty Thousand Five Hundred Sixty-Three Dollars and Eight Cents (\$60,563.08) as set forth within *Exhibit "B"* to cover any and all contingencies, cost overruns, and other events that may occur during the construction of the Project, including reimbursement of the Township for all professional service costs which it incurs during the Project (hereinafter referred to as the "*Contingency Fund*"). In the event that the Reimbursement Fund is insufficient to pay all Township-incurred costs, Developer agrees that the Contingency Fund may also be utilized to reimburse Township for such costs.

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

XXII. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

All work to be accomplished by Developer in the fulfillment of this Agreement is subject to inspection by Township, at Developer's expense. Developer shall notify Township at least twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) prior to the time when Developer proposes to commence work on any Improvement. Developer shall arrange in advance

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

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

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

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

XXIII. TOWNSHIP TO COMPLETE

In the event the work to be performed by Developer is not completed under the terms of this Agreement within the time specified in Paragraph XX, known as "Time for Completion", Township shall give written notice to Developer of such violation of its obligation to complete the Project in compliance with this Agreement. If Developer fails to begin curing such violation within the fifteen (15) day period, or fails to continue diligently to cure such violation until finally cured, Township, at its sole option, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the Financial Security under the terms of this Agreement. If it decides to undertake this work, Township may make a demand upon the Financial Security prior to commencing the work and shall return any unused funds to Bank once the work is complete. Developer hereby agrees, upon written demand from Township through its Solicitor, to pay the

same over to Township, without any further requirement in regards thereto, to reimburse Township for the reasonable cost of the hereinbefore-stated work and any other reasonable costs incurred by Township and owing to Township under the terms of this Agreement. In addition, Developer grants Township the right to enter any and all portions of the Property to install, construct, and maintain the Improvements.

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

XXIV. RESERVED

XXV. NOTICES

All notices provided for herein shall be in writing, shall be delivered by overnight or certified mail unless otherwise provided herein, shall be deemed given when delivered or refused and shall be addressed to the parties hereto at their respective addresses as follows:

a. If to Wawa:

Wawa, Inc.
260 Baltimore Pike
Wawa, PA 19063
Attn: Sr. Vice President- Chief Real Estate Officer

With a required copy to:

Wawa, Inc.
260 Baltimore Pike
Wawa, PA 19063
Attn: Legal Team

b. If to the Township:

New Britain Township
209 Park Avenue
Chalfont, PA 18914
Attn: Township Manager

With a required copy to:

Peter Nelson, Esq.
Grim, Biehn & Thatcher
104 So. Sixth Street, P.O. Box 215
Perkasie, PA 18944

XXVI. REMEDIES AND WAIVER

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

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

If an uncured violation of the Developer's obligations set forth in this Agreement has occurred, Township shall be entitled to recover damages for said violation, including, without limitation, damages for the loss of scenic, aesthetic or environmental values. All reasonable costs incurred by Township in enforcing the terms of this Agreement against Developer, including, without limitation, costs and expenses of suit, reasonable attorneys' fees, and any costs of

restoration necessitated by Developer's violation of the terms of this Agreement, shall be borne by Developer, if Township prevails.

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

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

Nothing contained in this Agreement shall be construed to entitle Township to bring any action against Developer for any injury to or change in the Property resulting from causes beyond Developer's control, including, without limitation, fire, flood, storm, or earth movement, or from any prudent action taken by Developer under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

XXVII. THIRD PARTY BENEFICIARIES

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

XXVIII. GENDER

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

XXIX. ASSIGNMENT

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

XXX. SUCCESSORS AND ASSIGNS

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

XXXI. AMBIGUITY IN THIS AGREEMENT

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

XXXII. EXTENT OF AGREEMENT

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

XXXIII. GOVERNING LAW

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

XXXIV. SEVERABILITY

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Wawa, Inc.
(Signatures)**


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

DEVELOPER



Attest

WAWA, Inc., a New Jersey business corporation

By: 

Name: Brian A. Schaller
Title: Senior Vice 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
DEVELOPMENT AGREEMENT**

**Wawa, Inc.
(Signatures)**

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

DEVELOPER

WAWA, Inc., a New Jersey business corp.

Attest

By: _____

Name: Brian Schaller
Title: Senior Vice 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., 2021, 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: Gregory T. Hood
Title: Chairman

ATTEST: _____

Michael Walsh, Secretary

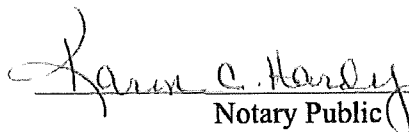
**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Wawa, Inc.
(Acknowledgments)**

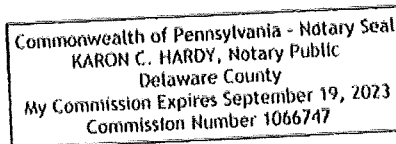
BY DEVELOPER

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

On this 24 day of April, 2021, before me a Notary Public, personally appeared **BRIAN A. SCHALLER, SENIOR VICE PRESIDENT OF WAWA, INC.**, a New Jersey business corporation, who acknowledged 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.

 (SEAL)
Notary Public



BY TOWNSHIP

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

On this _____ day of _____, 2021, before me a Notary Public, personally appeared **WILLIAM B. JONES, III, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

Notary Public (SEAL)

**NEW BRITAIN TOWNSHIP
DEVELOPMENT AGREEMENT
Wawa, Inc.
(Acknowledgments)**

BY DEVELOPER

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

On this _____ day of _____, 2021, before me a Notary Public, personally appeared **BRIAN SCHALLER, SENIOR VICE PRESIDENT OF WAWA, INC.**, a New Jersey business corporation, who acknowledged 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.

_____(SEAL)
Notary Public

BY TOWNSHIP

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

On this _____ day of _____, 2021, before me a Notary Public, personally appeared **GREGORY T. HOOD, CHAIRMAN OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP**, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

_____(SEAL)
Notary Public

BINGO His & Her

April 30, 2021

Friday Evening at 7:00pm

(Doors Open at 6:00pm)

BYOB

Shrine of Czestochowa

654 Ferry Road, Doylestown, PA 18901

TICKETS

\$25.00 in advance

\$30.00 at the door

To buy tickets or
reserve a table.

Call the Township at
(215) 822-1391 or email
nbt@newbritaintownship.org

Tickets available at the
Township Building,
207 Park Avenue, Chalfont, PA
Monday - Friday, 8am - 4pm

Play 15 rounds of BINGO with
the chance to win a
designer bag by Coach, Kate
Spade, Vera Bradley and more!

*Come out and have a fun night
while supporting a great cause!*



***New Britain Township hopes to hold this event in person and will follow
CDC Guidelines or switch to a virtual event if needed.***

**Hosted by
The New Britain Township Veterans Committee**

BENEFITS VETERAN PARK

SPONSORED BY:



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

COMMUNITY SHREDDING & E-RECYCLING EVENT

Hosted by New Britain Township and Chalfont Borough

New Britain Township and Chalfont Borough are pleased to announce their Annual Community Shredding/E-Recycling Event! The event is limited to Township and Borough Residents Only, no businesses. The event will be held at the New Britain Township Administration Building.



Saturday, May 1, 2021
9:00 a.m. to 1:00 p.m.
New Britain Township Building
207 Park Avenue, Chalfont PA 18914
Direct any questions about the event to 215-822-1391

PAR-Recycle Works will supply both shredding and electronic recycling services. You must provide a valid Driver's License or ID indicating you are a Township resident upon arrival.

Shredding:

- Five (5) bag limit per household (bags should be no larger than the size of a leaf bag).
- Paper Items Only! No Metal, Clips, Binders.

Electronic Recycling:

- Personal computers, printers, VCR/DVD/CD Players, Game Systems (Xbox, Nintendo, PlayStation, etc.) and much more will be accepted.
- Cost per item is as follows:
 - \$5 LCD Monitors
 - \$10 Flatscreen TV's \$5 Flat Computer Monitors
 - \$5 Microwaves
 - \$15 AC's, Dehumidifiers & Air Purifiers
 - \$25-\$75 Tube TV's & Monitors (size varies)
- No Batteries.
- Cash, Credit Card or Checks accepted (written out to PAR-Recycleworks).
- No cost for all other items.

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

to Last

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

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
CENTR020	CENTRAL BUCKS AMBULANCE					
21000071	04/21/21 LST DISTRIBUTION	Open	3,675.00	0.00		
CHAL-030	CHAL-BRIT REGIONAL EMS					
21000070	04/21/21 LST DISTRIBUTION	Open	57,575.00	0.00		
CHALF080	CHALFONT FIRE COMPANY					
21000072	04/21/21 LST DISTRIBUTION	Open	53,900.00	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY					
21000075	04/21/21 LST DISTRIBUTION	Open	1,225.00	0.00		
DUBLI010	DUBLIN FIRE COMPANY					
21000074	04/21/21 LST DISTRIBUTION	Open	2,450.00	0.00		
HILLT020	HILLTOWN FIRE COMPANY					
21000073	04/21/21 LST DISTRIBUTION	Open	3,675.00	0.00		
Total Purchase Orders: 6		Total P.O. Line Items: 0	Total List Amount: 122,500.00	Total Void Amount: 0.00		

**APRIL 26, 2021
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____

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 OPCO LLC	21000139	04/23/21	MARCH 2021 CAR WASHES	Open	35.20	0.00		
ACTION	ACTION FLAG CO.	21000151	04/23/21	FLAGS FOR JULY 4TH	Open	460.09	0.00		
ALLEN025	ALLEN & GAY TATE	21000152	04/23/21	REIMBURSE ZONING HRG APP	Open	400.00	0.00		
AQUAP010	AQUA PENNSYLVANIA	21000149	04/23/21	FIRE HYDRANT RENTALS	Open	915.90	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	21000150	04/23/21	TRAFFIC SIGNAL MAINTENANCE	Open	142.50	0.00		
ATTMO010	AT&T MOBILITY	21000084	04/22/21	MOBILE PHONES	Open	380.91	0.00		
BERGE010	BERGEY'S INC.	21000146	04/23/21	AUTO PARTS	Open	1,490.28	0.00		
BILLM010	BILL MITCHELL'S AUTO SERVICE I	21000147	04/23/21	POLICE AUTO REPAIRS	Open	129.57	0.00		
BKS CT	BKS CTY COURT REPORTERS, LLC	21000145	04/23/21	3/18/2021 ZONING HEARING	Open	250.00	0.00		
BLOOM020	BLOOMING GLEN QUARRY	21000137	04/23/21	BENCHES & BLEACHERS UPKEEP	Open	174.00	0.00		
BUCKS150	BUCKS COUNTY TRANSPORT, INC.	21000148	04/23/21	DART PROGRAM	Open	5,000.00	0.00		
CRICH010	C. RICHARD MICHIE II	21000141	04/23/21	REIMBURSE FOR UNIFORM EXPENSE	Open	122.69	0.00		
CAPIT005	CAPITAL ONE TRADE CREDIT	21000142	04/23/21	SHOP SUPPLIES	Open	374.97	0.00		
CENTR020	CENTRAL BUCKS AMBUANCE	21000158	04/23/21	1ST QTR 2021 DISTRIBUTION	Open	540.00	0.00		
CHAL-030	CHAL-BRIT REGIONAL EMS	21000157	04/23/21	1ST QTR 2021 DISTRIBUTION	Open	8,460.00	0.00		
CHALF080	CHALFONT FIRE COMPANY	21000153	04/23/21	1ST QTR 2021 DISTRIBUTION	Open	20,240.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COMCA010	COMCAST	21000138	04/23/21	CABLE/EQUIPMENT/INTERNET	Open	835.13	0.00		
CONSE005	CONSERVATION RESOURCES LLC	21000144	04/23/21	FILTER FABRIC/SHOP	Open	405.50	0.00		
COURT010	COURIER TIMES INC.	21000143	04/23/21	ADVERTISEMENTS	Open	851.04	0.00		
CYNCO010	CYNCON EQUIPMENT INC.	21000140	04/23/21	SWEeper REPAIR PARTS	Open	136.65	0.00		
DANIE020	DANIEL L. BEARDSLEY LTD.	21000133	04/23/21	SHOP SUPPLIES	Open	2,312.00	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	21000156	04/23/21	1ST QTR 2021 DISTRIBUTION	Open	460.00	0.00		
DUBLI010	DUBLIN FIRE COMPANY	21000155	04/23/21	1ST QTR 2021 DISTRIBUTION	Open	920.00	0.00		
DUNLA010	dunlapSLK	21000136	04/23/21	2020 AUDIT & PAYROLL MARCH	Open	2,830.00	0.00		
DVHT010	DVHT	21000135	04/23/21	INSURANCE	Open	58,517.81	0.00		
EASTE010	EASTERN AUTOPARTS WAREHO	21000134	04/23/21	AUTO PARTS	Open	387.60	0.00		
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT	21000083	04/22/21	POLICE OVERTIME GRIEVANCE	Open	1,625.00	0.00		
EUREK010	EUREKA STONE QUARRY INC.	21000112	04/23/21	DRAINAGE & PATCHING MATERIALS	Open	3,488.83	0.00		
FRANK025	FRANK CALLAHAN CO., INC.	21000132	04/23/21	MOWER	Open	93.06	0.00		
GALLS010	GALLS, LLC	21000129	04/23/21	POLICE UNIFORM EXPENSES	Open	244.11	0.00		
GEOFF010	GEOFF & MELANIE HAZELRIGG	21000130	04/23/21	PAVILION RENTAL REIMBURSEMENT	Open	35.00	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	21000159	04/23/21	ENGINEERING EXPENSES	Open	57,447.87	0.00		
GLASG010	GLASGOW INC.	21000127	04/23/21	DRAINAGE MATERIALS	Open	560.00	0.00		
GRAIN010	GRAINGER	21000131	04/23/21	SHOP SUPPLIES	Open	215.04	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GRIMB010	GRIM BIEHN & THATCHER	21000160	04/23/21	LEGAL EXPENSES	Open	7,302.25	0.00		
HKMAT010	H & K MATERIALS	21000124	04/23/21	DRAINAGE MATERIALS	Open	313.82	0.00		
HABER010	H.A. BERKHEIMER INC.	21000125	04/23/21	EIT/OPN-EIT COMMISSION FEE	Open	21.15	0.00		
HILLT020	HILLTOWN FIRE COMPANY	21000154	04/23/21	1ST QTR 2021 DISTRIBUTION	Open	1,380.00	0.00		
HPT	HPT SYSTEMS, INC.	21000126	04/23/21	1ST QTR 2021 CLOUD BACKUP	Open	194.40	0.00		
IDENT005	IDENTIFIX	21000123	04/23/21	ANNUAL MEMBERSHIP FEE	Open	1,428.00	0.00		
INTEG010	INTEGRATED TURF MANAGEMENT INC	21000122	04/23/21	STILT GRASS/W. BRANCH PARK	Open	715.00	0.00		
JCEHR010	J. C. EHRLICH CO. INC.	21000121	04/23/21	113 DOLLY LANE	Open	150.00	0.00		
JEFFR045	JEFFREY AUSTIN	21000094	04/22/21	REFUND ZONING APPLICATION FEE	Open	25.00	0.00		
KEYBU005	KEY BUSINESS SOLUTIONS	21000120	04/23/21	INKJET CARTRIDGE	Open	132.44	0.00		
MWPRE005	M & W PRECAST, LLC	21000118	04/23/21	DRAINAGE/ADS COUPLING	Open	22.95	0.00		
MARTI035	MARTIN STONE QUARRIES, INC.	21000085	04/22/21	INFIELD MIX/PARK	Open	1,025.65	0.00		
MICHA165	MICHAEL BAKER INTERNATIONAL	21000086	04/22/21	SERVICES THRU 4/4/2021-TRAIL	Open	524.00	0.00		
MORTO005	MORTON SALT, INC.	21000117	04/23/21	SALT	Open	11,140.55	0.00		
MUNIL005	MUNILOGIC	21000119	04/23/21	MONTHLY HOSTING FEE	Open	265.00	0.00		
NEWAR010	NEW ARRIVAL STUDIOS	21000114	04/23/21	QUARTERLY WEBSITE UPDATE	Open	900.00	0.00		
NICOL010	NICOLE PERCETTI	21000115	04/23/21	REIMBURSEMENT OF COSTS @1/2	Open	1,289.02	0.00		
NICOL005	NICOLE PERCETTI, TAX COLLECTOR	21000111	04/23/21	TAX PAYMENTS	Open	1,227.75	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NORTH050	NORTH PENN WATER AUTHORITY	21000113	04/23/21	WATER	Open	150.25	0.00		
NYCO010	NYCO CORPORATION	21000116	04/23/21	PUBLIC WORKS SHOP SUPPLIES	Open	36.89	0.00		
PENNS020	PA ONE CALL SYSTEM, INC.	21000109	04/23/21	PA ONE CALLS/MARCH 2021	Open	106.50	0.00		
PAPCO005	PAPCO	21000088	04/22/21	DIESEL FUEL	Open	528.85	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	21000082	04/22/21	ELECTRIC EXPENSES	Open	984.59	0.00		
PROMO005	PROMOTIONS BY MAIL, INC.	21000110	04/23/21	NBT MAPS	Open	483.48	0.00		
READY005	READY REFRESH BY NESTLE	21000106	04/22/21	BOTTLED WATER	Open	220.72	0.00		
REITL005	REIT LUBRICANTS CO.	21000107	04/23/21	CHEVRON DELO GREASE	Open	143.88	0.00		
REPU005	REPUBLIC SERVICES #320	21000103	04/22/21	TRASH REMOVAL	Open	1,525.89	0.00		
RIGHT010	RICHTER DRAFTING & OFFICE SUPP	21000108	04/23/21	MOBILE SHRED	Open	36.70	0.00		
RIGGI010	RIGGINS INC.	21000089	04/22/21	FUEL	Open	2,935.06	0.00		
ROBER070	ROBERT D. SKELTON	21000105	04/22/21	2021 BOOT ALLOWANCE	Open	142.45	0.00		
ROBER270	ROBERT E. LITTLE, INC.	21000104	04/22/21	ROAD BANK MOWER REPAIRS	Open	8.58	0.00		
SEALM010	SEALMASTER	21000099	04/22/21	1 GAL SPRAYER	Open	170.00	0.00		
STAND020	STANDARD DIGITAL IMAGING	21000101	04/22/21	TONER CARTRIDGE	Open	15.00	0.00		
STAND015	STANDARD DIGITAL LEASING	21000098	04/22/21	COPIERS/LEASE	Open	616.87	0.00		
STAND010	STANDARD INSURANCE COMPANY	21000100	04/22/21	INSURANCE	Open	3,050.53	0.00		
SUBUR040	SUBURBAN PROPANE-2751	21000102	04/22/21	PROPANE	Open	451.69	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
THOMA090	THOMAS J. WALSH III, ESQ.	21000097	04/22/21	ZONING/LEGAL-3/16-4/15/2021	Open	5,264.00	0.00			
TUSTI005	TUSTIN MECHANICAL SERVICES	21000096	04/22/21	2ND QTR 2021 MAINT AGREEMENT	Open	400.00	0.00			
USPO010	U.S. POSTMASTER	21000128	04/23/21	POSTAGE FOR SUMMER NEWSLETTER	Open	1,228.04	0.00			
UNITE010	UNITED INSPECTION AGENCY, INC.	21000090	04/22/21	OUTSIDE INSPECTIONS	Open	1,605.00	0.00			
VALIC010	VALIC/J.P. MORGAN	21000095	04/22/21	1ST QTR 2021 VALIC CONTRIBUTIO	Open	7,220.00	0.00			
VERIZ010	VERIZON	21000093	04/22/21	EQUIPMENT/SERVICES	Open	271.57	0.00			
WEHR010	WEHRUNG'S	21000091	04/22/21	MATERIALS	Open	32.95	0.00			
WITME010	WITMER PUBLIC SAFETY GROUP, INC.	21000087	04/22/21	POLICE/UNIFORM	Open	1,296.66	0.00			
WORKP005	WORKPLACE CENTRAL	21000092	04/22/21	ADMIN OFFICE SUPPLIES	Open	101.65	0.00			
Total Purchase Orders:		79	Total P.O. Line Items:		0	Total List Amount:		227,565.53	Total Void Amount:	0.00

**APRIL 26, 2021
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____