



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Matt West
Township Manager

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

**Board of Supervisors
Regular Meeting Agenda
August 16, 2021**

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

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair
 - a. 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 Meeting Minutes
 - a. July 19, 2021
6. Departmental Reports
 - a. Code Department
 - b. Police Department
 - c. Public Works Department
7. Consideration of Old Business
 - a. None
8. Consideration of New Business
 - a. Metro Storage, LLC, Maintenance Punchlist - 4671 County Line Road, Line Lexington, TMP #26-001-005: Maintenance Bond
 - b. Municipal Building: Underground Propane Storage Tank Removal

9. Consent Agenda

- a. O&M Agreement Michael and Julie Duffey have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of a swimming pool, retaining wall, and driveway expansion for 522 Ferry Road, TMP #26-014-017, with a Stormwater BMP maintenance fee of \$295.00.
- b. Robert and Linda Goldman have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of an accessory building for 42 Barner Road, TMP #26-004-044-001, 26-004-104, & 26-004-106, with a Stormwater BMP maintenance fee of \$509.43.
- c. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #8 for the Mill Ridge Subdivision for \$20,259.00, leaving \$321,633.09 remaining.
- d. Prime Custom Builders, LLC have executed a Professional Services Agreement for Valley Drive, TMP #26-008-157, with corresponding legal and engineering escrow of \$5,000.00.
- e. Paul and Susan Logan have executed a Professional Services Agreement for 12 Newville Road, TMP #26-003-020, with corresponding legal and engineering escrow of \$5,000.00.
- f. Dale and Julie Wetherill have executed a Professional Services Agreement for 2115 Upper Stump Road, TMP #26004-018-007, with corresponding legal and engineering escrow of \$5,000.00.

10. Board of Supervisors Comments

11. Administration Comments

- a. New Meeting Schedule Advertised
 - First monthly meeting to be Workshop at 9AM; second monthly meeting to be Business meeting at 7PM.

12. Solicitor and Engineer Comments

13. Public Comment on Agenda Items

14. Other Business

15. Payment of Bills

- a. Bills List dated August 11, 2021, in the amount of \$7,315.12 (medical reimbursements).
- b. Bills List dated July 22, 2021 (2), August 2, 2021, August 5, 2021 (2), and August 11, 2021, in the amount of \$222,459.22.

16. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, September 13, 2021 at 9:00 a.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.*



Township of New Britain

Office of Code Enforcement

JULY 2021

PERMITS ISSUED	39
ZONING	17
BUILDING INSPECTION	65
United electrical	16
OCCUPANCY INSPECTIONS	32
RE-INSPECTION	14
COMMERCIAL FIRE INSPECTIONS	2
FIRE CALLS	13
CHALFONT	10
DOYLESTOWN	0
DUBLIN	3 2 WITH CHALFONT
HILLTOWN	2 No Report

NBT

CHALFONT FIRE COMPANY
CHIEFS REPORT - July 2021

Total # of Incidents - : 30

Types of Calls

1. Fire	5
2. Rescue and Medical assist	5
3. Hazardous Conditions	2
4. Service calls	1
5. Good Intent Call	6
6. Alarm System Calls	11
7. Special Incident	0
8. Severe Weather	

Total Staff Hours for Calls 266:47:00

Alarms per Municipality

Chalfont Borough	7
Doylestown Borough	
Doylestown Twp.	3
Colmar/Hatfield Twp	
Hilltown Twp.	1
Montgomery Twp.	2
New Britain Boro	2
New Britain Twp.	12
Warwick Twp	
Warrington Twp.	1
Buckingham Twp.	
Towamencin Twp.	1
Bensalem Twp.	1
Total Available Points	

Training and Maintenance Drills	4
Total training hours	340

TOTAL STAFF HRS FIRES AND TRAINING 606:47:00

Chalfont Chemical Fire Company



Chalfont, PA

This report was generated on 8/3/2021 6:45:24 PM

Incidents per Zone for Date Range

Start Date: 07/01/2021 | End Date: 07/31/2021

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 22 - Bensalem Township				
2021-10348	360 - Water & ice-related rescue, other	07/12/2021	520 Bristol PIKE	34/74

Total # Incidents for 22: 1

ZONE: 27 - Chalfont Boro				
2021-09833	734 - Heat detector activation due to malfunction	07/05/2021	50 Hamilton ST	34/74
2021-09913	745 - Alarm system activation, no fire - unintentional	07/06/2021	20 Swartz AVE	34/74
2021-10041	444 - Power line down	07/08/2021	Bristol Rd Ext/Park Ave	34/74
2021-10043	353 - Removal of victim(s) from stalled elevator	07/08/2021	131 N Main ST	34/74
2021-10573	745 - Alarm system activation, no fire - unintentional	07/15/2021	216 Bristol RD	34/74
2021-11486	745 - Alarm system activation, no fire - unintentional	07/29/2021	17 Ruthies WAY	34/74
2021-11595	600 - Good intent call, other	07/30/2021	1 Patriot DR	34/74

Total # Incidents for 27: 7

ZONE: 29 - Doylestown Twp.				
2021-09685	116 - Fuel burner/boiler malfunction, fire confined	07/02/2021	89 Pine Mill CIR	34/74
2021-10214	600 - Good intent call, other	07/12/2021	3 Burke CIR	34/74
2021-11475	600 - Good intent call, other	07/29/2021	595 W State ST	34/74

Total # Incidents for 29: 3

ZONE: 36 - Hilltown Twp.				
2021-09781	111 - Building fire	07/04/2021	1934 Hilltown PIKE	34/74

Total # Incidents for 36: 1

ZONE: 47 - New Britian Boro				
2021-10226	622 - No incident found on arrival at dispatch address	07/12/2021	W. Butler Ave and Tamenend Ave	34/74
2021-10435	745 - Alarm system activation, no fire - unintentional	07/13/2021	43 Bristol RD	34/74

Total # Incidents for 47: 2

ZONE: 47-MT - Montgomery Twp.				
2021-10196	600 - Good intent call, other	07/12/2021	109 Sidesaddle WAY	34/74
2021-11457	111 - Building fire	07/29/2021	108 Poe CT	34/74

Total # Incidents for 47-MT: 2

ZONE: 48 - New Britian Twp.				
2021-09591	745 - Alarm system activation, no fire - unintentional	07/01/2021	4671 County Line RD	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2021-10071	735 - Alarm system sounded due to malfunction	07/09/2021	109 Remington CT	34/74
2021-10167	117 - Commercial Compactor fire, confined to rubbish	07/11/2021	4371 County Line RD	34/74
2021-10456	745 - Alarm system activation, no fire - unintentional	07/13/2021	700 Stafford CT	34/74
2021-10559	360 - Water & Ice-related rescue, other	07/14/2021	399 Creek RD	34/74
2021-10591	745 - Alarm system activation, no fire - unintentional	07/15/2021	711 Harvest Hill DR	34/74
2021-10738	444 - Power line down	07/17/2021	Sellersville Rd/ Township Line	34/74
2021-10838	600 - Good intent call, other	07/18/2021	207 Park AVE	34/74
2021-10907	365 - Watercraft rescue	07/19/2021	759 New Galena RD	34/74
2021-11010	745 - Alarm system activation, no fire - unintentional	07/21/2021	1000 Manor DR	34/74
2021-11462	353 - Removal of victim(s) from stalled elevator	07/29/2021	505 W Butler AVE	34/74
2021-11564	745 - Alarm system activation; no fire - unintentional	07/30/2021	136 Rue St Michel	34/74

Total # Incidents for 48: 12

ZONE: 59 - Towamencin

2021-11103	571 - Cover assignment, standby, moveup	07/22/2021	1590 Bustard RD	34/74
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Total # Incidents for 59: 1

ZONE: 75 - Warrington Twp.

2021-09894	123 - Fire in portable building, fixed location	07/06/2021	3247 Bristol RD	34/74
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Total # Incidents for 75: 1

TOTAL # INCIDENTS: 30

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



Dublin Volunteer Fire Company

Month: **July 2021**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	5 Hrs 53 Min
Field		Total Man Hours	52 Hrs 10 Min
Full Company		Average Call Length	18 Min
Ladder			
Rescue			
Squad	1		
Tanker		Total Personnel	138
Air Medical Evacuation		Average Personnel per Call	8
Alarm System	5		
Auto Extrication	1		
Auto Response	6	Borough/Township	
Barn			
Brush	2	Bedminister Township	4
Building		Dublin Borough	2
Chimney		East Rockhill Township	1
CO Alarm		Hilltown Township	6
Control Burn		New Britain Township	3
Cover/Up	1	Plumstead Township	1
Cover/Up Assist		Doylestown Township	1
Dumpster	1	Perkasie Borough	
Dwelling		Tinicum Township	1
Electrial Wires in a Dwelling		Quakertown Borough	
Fumes outside			
Fumes in a Dwelling			
Gas Leak			
Gas Grill			
Investigation			
Oil Burner			
Rubish			
Small Store			
Stand by Accident	1		
Vehicle Fire	1		
Vehicle Fire Tractor			
Gas Alarm			
Total Number of Calls	19	Total Numbe of Calls	19

Signature of Chief





New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2021-11339-B2	07/30/2021	312 PARK AVENUE	Building	Residential	Approved
2021-11491-B2	07/07/2021	102 SHADY HILL DRIVE	Building	Residential	Approved
2021-11492-B2	07/14/2021	108 HAMPSHIRE DRIVE	Building	Residential	Approved
2021-11507-B2	07/30/2021	159 KING ROAD	Building	Residential	Approved
2021-11539-B2	07/09/2021	301 MILL RIDGE DRIVE	Building	Residential	Approved
2021-11546-B2	07/27/2021	71 SELLERSVILLE ROAD	Building	Residential	Approved
2021-11590-B2	07/22/2021	110 WILLIAMSON COURT	Building	Residential	Approved
2021-11603-B2	07/23/2021	85 CREEK ROAD	Building	Residential	Approved
2021-11604-B2	07/23/2021	224 FERRY ROAD	Building	Residential	Approved
2021-11651-B1	07/29/2021	159 KING ROAD	Building	Residential	Approved
2021-11339-E3	07/30/2021	312 PARK AVENUE	Electrical	Residential	Approved
2021-11491-E3	07/07/2021	102 SHADY HILL DRIVE	Electrical	Residential	Approved
2021-11507-E3	07/30/2021	159 KING ROAD	Electrical	Residential	Approved
2021-11539-E5	07/09/2021	301 MILL RIDGE DRIVE	Electrical	Residential	Approved
2021-11546-E5	07/27/2021	71 SELLERSVILLE ROAD	Electrical	Residential	Approved
2021-11590-E3	07/22/2021	110 WILLIAMSON COURT	Electrical	Residential	Approved
2021-11603-E3	07/23/2021	85 CREEK ROAD	Electrical	Residential	Approved
2021-11604-E3	07/23/2021	224 FERRY ROAD	Electrical	Residential	Approved
2021-11612-E1	07/13/2021	149 RUE ST. PAUL	Electrical	Residential	Approved
2021-11651-E2	07/29/2021	159 KING ROAD	Electrical	Residential	Approved
2021-11339-P5	07/30/2021	312 PARK AVENUE	Plumbing	Residential	Approved



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2021-11539-P3	07/09/2021	301 MILL RIDGE DRIVE	Plumbing	Residential	Approved
2021-11546-P3	07/27/2021	71 SELLERSVILLE ROAD	Plumbing	Residential	Approved
2021-11596-P1	07/01/2021	124 CAMBRIDGE PLACE	Plumbing	Residential	Approved
2021-11611-P1	07/12/2021	211 SURREY ROAD	Plumbing	Residential	Approved
2021-11607-RO1	07/12/2021	121 CORNWALL DRIVE	Road Occupancy	Residential	Approved
2021-11608-RO1	07/12/2021	201 E FAIRWOOD DRIVE	Road Occupancy	Residential	Approved
2021-11615-RO1	07/14/2021	86 CEDAR HILL ROAD	Road Occupancy	Residential	Approved
2021-11637-RO1	07/20/2021	126 BATES DRIVE	Road Occupancy	Residential	Approved
2020-10776-U01	07/14/2021	12 HICKORY LANE	Use & Occupancy	Residential	Closed
2020-11151-U07	07/29/2021	565 NEW GALENA ROAD	Use & Occupancy	Residential	Approved
2021-11503-U01	07/21/2021	107 VILLAGE WAY	Use & Occupancy	Residential	Closed
2021-11505-U01	07/19/2021	228 UPPER STUMP ROAD	Use & Occupancy	Residential	Closed
2021-11556-U01	07/14/2021	8 NEWVILLE ROAD	Use & Occupancy	Residential	Closed
2021-11566-U01	07/13/2021	1134 UPPER STATE ROAD	Use & Occupancy	Residential	Closed
2021-11573-U01	07/23/2021	4275 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2021-11575-U01	07/07/2021	102 PALACE COURT	Use & Occupancy	Residential	Approved
2021-11582-U01	07/06/2021	700 STAFFORD COURT	Use & Occupancy	Residential	Approved
2021-11583-U01	07/21/2021	113 PIPERS PLACE	Use & Occupancy	Residential	Approved
2021-11584-U01	07/07/2021	1702 UPPER STATE ROAD	Use & Occupancy	Residential	Approved
2021-11586-U01	07/19/2021	254 INVERNESS CIRCLE	Use & Occupancy	Residential	Approved
2021-11587-U01	07/26/2021	75 QUEENS CIRCLE	Use & Occupancy	Residential	Closed



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2021-11592-U01	07/01/2021	4371 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2021-11594-U01	07/22/2021	711 HARVEST HILL DRIVE	Use & Occupancy	Residential	Closed
2021-11598-U01	07/06/2021	609 REMINGTON COURT	Use & Occupancy	Residential	Approved
2021-11605-U01	07/20/2021	202 WILTSHIRE DRIVE	Use & Occupancy	Residential	Approved
2021-11606-U01	07/12/2021	923 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11616-U01	07/15/2021	4 COUNTRY VIEW LANE	Use & Occupancy	Residential	Closed
2021-11617-U01	07/28/2021	34 EDINBORO CIRCLE	Use & Occupancy	Residential	Approved
2021-11620-U01	07/28/2021	218 PRINCE WILLIAM WAY	Use & Occupancy	Residential	Closed
2021-11622-U01	07/21/2021	204 VILLAGE WAY	Use & Occupancy	Residential	Closed
2021-11623-U01	07/21/2021	117 VILLAGE WAY	Use & Occupancy	Residential	Approved
2021-11630-U01	07/21/2021	802 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11631-U01	07/21/2021	402 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11641-U01	07/28/2021	2203 GREY FRIARS TERRACE	Use & Occupancy	Residential	Approved
2021-11652-U01	07/30/2021	358 VILLAGE WAY	Use & Occupancy	Residential	Closed
2021-11286-Z1	07/23/2021	522 FERRY ROAD	Zoning	Residential	Approved
2021-11332-Z1	07/16/2021	619 N LIMEKILN PIKE	Zoning	Residential	Approved
2021-11339-Z1	07/26/2021	312 PARK AVENUE	Zoning	Residential	Approved
2021-11472-Z1	07/09/2021	42 BARNER ROAD	Zoning	Residential	Approved
2021-11581-Z1	07/02/2021	309 HAMLET DRIVE	Zoning	Residential	Approved
2021-11588-Z1	07/13/2021	491 CREEK ROAD	Zoning	Residential	Approved
2021-11590-Z1	07/13/2021	110 WILLIAMSON COURT	Zoning	Residential	Approved



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2021-11597-Z1	07/12/2021	714 STAFFORD COURT	Zoning	Residential	Approved
2021-11599-Z1	07/23/2021	390 STONYHILL DRIVE	Zoning	Residential	Approved
2021-11600-Z1	07/14/2021	304 MILL RIDGE DRIVE	Zoning	Residential	Approved
2021-11601-Z1	07/09/2021	295 CREEK ROAD	Zoning	Residential	Approved
2021-11602-Z1	07/09/2021	301 DOROTHY LANE	Zoning	Residential	Approved
2021-11603-Z1	07/14/2021	85 CREEK ROAD	Zoning	Residential	Approved
2021-11604-Z1	07/14/2021	224 FERRY ROAD	Zoning	Residential	Approved
2021-11624-Z1	07/14/2021	129 PEGGY LANE	Zoning	Residential	Approved
2021-11627-Z1	07/19/2021	75 CREEK ROAD	Zoning	Residential	Approved
2021-11628-Z1	07/20/2021	100 OLD LIMEKILN ROAD	Zoning	Commercial	Approved
2021-11539-F6	07/09/2021	301 MILL RIDGE DRIVE	Fire	Residential	Approved
2021-11339-M4	07/30/2021	312 PARK AVENUE	Mechanical	Residential	Approved
2021-11539-M4	07/09/2021	301 MILL RIDGE DRIVE	Mechanical	Residential	Approved
2021-11546-M4	07/27/2021	71 SELLERSVILLE ROAD	Mechanical	Residential	Approved
2021-11568-M3	07/08/2021	200 JULIE ROAD	Mechanical	Residential	Approved
2021-11609-M1	07/12/2021	35 SKYLINE DRIVE	Mechanical	Residential	Approved
2021-11610-M1	07/12/2021	201 DORSET WAY	Mechanical	Residential	Approved
2021-11613-M1	07/12/2021	211 FOREST PARK DRIVE	Mechanical	Residential	Approved
2021-11614-M1	07/12/2021	119 BUXMONT WAY	Mechanical	Residential	Approved
2021-11638-M1	07/20/2021	130 BRITTANY DRIVE	Mechanical	Residential	Approved



New Britain Township Police Department

Monthly Report -

July 2021

Current Goals and Objectives:

Objective 1: Develop a policing strategy that best fits New Britain Township.

Objective 2: Fill an existing vacancy for entry level police officer.

Objective 3: Appoint an officer to the position of Detective.

Objective 4: Promote an officer to the rank of corporal to fill an existing vacancy.

Objective 5: Update and standardize policy and procedure.

Objective 6: Develop Police Department 2022 budget recommendations.

Result of Goals & Objectives:

Objective 1: Met with all officers and board of supervisors. Document is in the draft phase. Distributed General Operating Procedure on Legitimacy and Procedural Justice.

Objective 2: Developed a draft policy for review and consideration of the Board of Supervisors.

Objective 3: Announced the position and conducting interviews in August.

Objective 4: No current results.

Objective 5: Evaluating policy management systems for Board of Supervisors to consider for 2022 budget.

Objective 6: In process.

Significant Events:

Completed

- ◆ Police Department participated and assisted in the facilitation of the Tri-Municipal 4th of July Parade
- ◆ Conducted 12 Aggressive Driving/DUI Enforcement details resulting in 96 engagements, 55 citations, and 39 warnings
- ◆ Motor Carrier Safety Enforcement detail conducted 15 inspections, 43 violations noted and 18 citations issues
- ◆ Bucks County Chiefs of Police Association met with members of the NAACP about collaborative efforts

Upcoming

- ◆ Additional Aggressive Driving Details scheduled throughout August
- ◆ DUI Checkpoint—September 3rd along 611 in Warrington Township
- ◆ Security for the Annual Polish American Festival at the Shrine September 4, 5, 6, 11, and 12.
- ◆ Completion of First Aid/CPR and Taser Certification
- ◆ Meet the Chief Community Meetings



New Britain Township Police Department

Monthly Report -

July 2021

PERFORMANCE STATISTICS

PART 1 CRIMES	28 DAY		
	2021	2020	% Change
Murder	0	0	NA
Rape	0	0	NA
Robbery	0	0	NA
Aggravated Assault	0	0	NA
Burglary	0	1	-100%
Theft	3	4	-25%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	3	5	-40%

PART 2 CRIMES	28 DAY		
	2021	2020	% Change
Assaults (non-aggravated)\Harassment	4	0	NA
Fraud	1	3	-66%
Vandalism/Criminal Mischief	2	1	NA
Disorderly Conduct	1	0	100%
Drug Violations	0	4	-400%
Driving Under the Influence	2	2	0%
Public Drunkenness	1	1	0%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	3	0	NA
TOTALS	14	11	+27%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2021	2020	% Change
Total Accidents	18	12	+50%
Injury Accidents	4	2	100%
Fatal Accidents	0	0	NA
Property Accidents	0	1	-100%



New Britain Township Police Department

Monthly Report -

July 2021

PERFORMANCE STATISTICS

PART 1 CRIMES	YTD		
	2021	2020	% Change
Murder	0	0	NA
Rape	2	0	NA
Robbery	0	0	NA
Aggravated Assault	1	0	NA
Burglary	0	2	-200%
Theft	18	24	-25%
Auto Theft	2	3	-33%
Arson	0	0	NA
TOTALS	23	29	-20%

PART 2 CRIMES	YTD		
	2021	2020	% Change
Assaults (non-aggravated)/Harassment	4	7	-43%
Fraud	19	16	19%
Vandalism/Criminal Mischief	14	6	133%
Disorderly Conduct	8	3	166%
Drug Violations	6	13	-54%
Driving Under the Influence	18	10	80%
Public Drunkenness	2	2	NA
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	3	0	NA
TOTALS	74	57	31%

MOTOR VEHICLE ACCIDENTS	YTD		
	2021	2020	% Change
Total Accidents	106	100	6%
Injury Accidents	20	15	33%
Fatal Accidents	0	0	NA
Property Accidents	7	9	-22%

NEW BRITAIN TOWNSHIP PUBLIC WORKS DEPARTMENTAL REPORT

JULY / 2021

DRAINAGE: All drainage was checked due to heavy rainfalls.
We repaired storm sewer inlets on Lenape Dr. and Janton Way, as well as a sinkhole on E. Fairwoods Dr.

TWP. PROP: Street sweeping was completed. We trimmed around bridges, guard rails and signs for visibility.
Road bank and open space mowing continued, and we will continue to mow until fall.

STREET SIGNS: We installed 25 MPH speed limits signs on Old Limekiln Rd. between Upper Stump Rd. and New Galena Rd.
We installed 25 MPH speed limits on Myers Rd. between Callowhill Rd. and Park Rd.

OTHER: The 4th of July Parade was held this year, but we did not have a gathering with food and beverages afterward.
Guidemark completed our line striping and thermo on various township roadways.
We cleaned up graffiti that took place on Walters Rd, Crescent Dr and at Veterans Park.

- We had 4 callouts during the month of July for down trees and power outages at traffic signals.

HOURS

Drainage:	66	HRS.
Street Signs:	19	HRS.
Equip. Maint:	78.5	HRS.
Twp. Prop Maint:	419	HRS.
Ballfields:	18	HRS.
Other:	112.5	HRS.



August 10, 2021

File No. 16-09038

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

Subject: Metro Storage, LLC, Maintenance Punchlist
4671 County Line Road, Line Lexington, TMP #26-001-005

Dear Matt:

A representative from our office visited the above referenced site on July 20, 2021, to observe the public improvements prior to the end of the 18-month Maintenance Period and closeout of the project. Based on our site visit, we found the following maintenance items related to defects in materials or workmanship shall be addressed:

1. Certain areas of pavement along the edge of Maple Avenue have deteriorated likely due to the stone settling in several locations over installed storm sewer. The roadside swale shall be restored in accordance with the Trench Restoration for Pervious Areas Construction detail on the approved land development plan which includes 6-inches of topsoil, seeding and straw until stabilized. The pavement shall be removed and restored.
2. Five (5) dead trees on the Southeast side of the site should be replaced.
3. Four (4) dead buffer trees on the East corner of the site should be replaced.

With the expiration of the Maintenance Bond on August 24, 2021, we recommend the Board call the Applicant in default of their bond until the items are addressed to the Township's satisfaction or until an alternative security can be posted to cover the remediation work. We estimate these improvements to cost approximately \$15,000.

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

Sincerely,

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

JM/jo

Michael Walsh, Assistant Manager
Peter Nelson, Esq., Township Solicitor
Bob Heilman, V.P. of Development, Metro Storage, LLC
Craig D. Kennard, P.E., C.O.O., Gilmore & Associates, Inc.
Brian Dusault, Gilmore & Associates, Inc.

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



MEMO

TO: Board of Supervisors
FROM: Matt West, Township Manager
DATE: August 12, 2021
RE: Underground Propane Tank at Municipal Building

There is a large underground propane tank located next to the Municipal Building that is no longer in use due to a changeover of the type of fuel used to power the Township's backup generator. As the Township has begun discussing a change to the building's landscaping, this tank must be removed to facilitate expected planting locations.

Township staff made contact with four area propane companies and recommends that the project be completed by Suburban Propane, and is asking the Board to approve the total cost of \$1,000.00. The total cost includes pumping out of propane, removing the tank, and disposing of the tank.

The Township's Public Works Department will be participating in this project by working to excavate around the tank in coordination with the propane company.

Consent Agenda Items for the Next Meeting (08/16/2021)

- a. Michael and Julie Duffey have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of a swimming pool, retaining wall, and driveway expansion for 522 Ferry Road, TMP #26-014-017, with a Stormwater BMP maintenance fee of \$295.00.
- b. Robert and Linda Goldman have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of an accessory building for 42 Barner Road, TMP #26-004-044-001, 26-004-104, & 26-004-106, with a Stormwater BMP maintenance fee of \$509.43.
- c. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #8 for the Mill Ridge Subdivision for \$20,259.00, leaving \$321,633.09 remaining.
- d. Prime Custom Builders, LLC have executed a Professional Services Agreement for Valley Drive, TMP #26-008-157, with corresponding legal and engineering escrow of \$5,000.00.
- e. Paul and Susan Logan have executed a Professional Services Agreement for 12 Newville Road, TMP #26-003-020, with corresponding legal and engineering escrow of \$5,000.00.
- f. Dale and Julie Wetherill have executed a Professional Services Agreement for 2115 Upper Stump Road, TMP #26004-018-007, with corresponding legal and engineering escrow of \$5,000.00.

**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 # 26-014-017

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 23 day of July, A.D., 2021, by **MICHAEL J. DUFFEY and JULIE R. DUFFEY**, located at 522 Ferry Road, Doylestown, PA 18901 (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 1.155 acres, located at 522 Ferry Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-014-017 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowners have submitted plans to the Township for the construction of swimming pool and retaining walls, as well as an expanded driveway (hereinafter referred to as the "**Project**"), pursuant to plans entitled "Permit Plan", prepared by Fioravanti, Inc, dated December 14, 2020, last revised June 16, 2021, consisting of six (6) 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, BMPs, 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 Two Hundred Ninety-Five Dollars (\$295.00) 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

BY LANDOWNERS

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

ON THIS 23 day of JULY, A.D., 2021, before me, a Notary Public, personally appeared **MICHAEL J. DUFFEY and JULIE R. DUFFEY**, 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.

Notary Public (SEAL)

Commonwealth of Pennsylvania - Notary Seal
Tanya L. Schaezke, Notary Public
Bucks County
My commission expires November 19, 2022
Commission number 1209672
Member, Pennsylvania Association of Notaries

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.

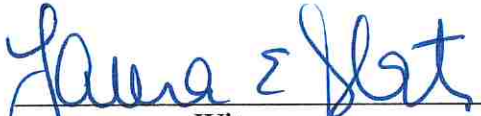
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public (SEAL)

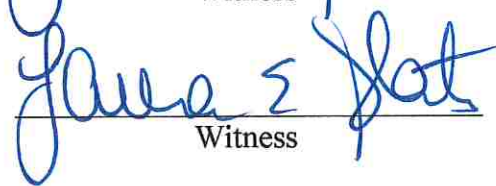
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
522 Ferry Road
(Signatures)**

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

LANDOWNERS:

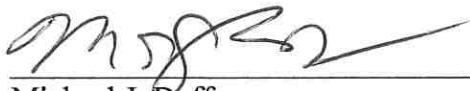


Witness




Witness

DUFFEYS

By: 

Michael J. Duffey

By: 

Julie R. Duffey

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:

Matt West, Manager

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 #s 26-004-044-001, 26-004-104, & 26-004-106

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by **ROBERT E. GOLDMAN and LINDA F. GOLDMAN**, husband and wife, who reside at 42 Barner Road, Doylestown, PA 18901 (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 31.47 acres, located at 42 Barner Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel Nos. 26-004-044-001, 26-004-104, and 26-004-106 (hereinafter referred to as the "**Property**"); and

WHEREAS, Landowners have submitted plans to the Township for the construction of an 11,200 square-foot accessory building to enclose a horse-riding area (hereinafter referred to as the "**Project**") entitled "Goldman Site Plan", prepared by Mease Engineering, P.C., dated May 7, 2021, last revised June 22, 2021, and consisting of two (2) 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, BMPs, 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 Five Hundred Nine Dollars and Forty-Three Cents (\$509.43) 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
42 Barner
(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:

Rubin Bernasconi
Witness
Jim Smith
Witness

GOLDMAN

By: *Robert E. Goldman*
Robert E. Goldman
By: *Linda F. Goldman*
Linda F. Goldman

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
42 Barner
(Acknowledgments)**

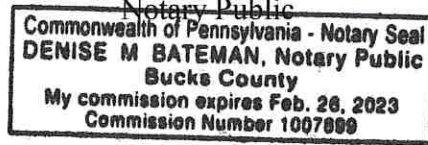
BY LANDOWNERS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

ON THIS 8th day of July, A.D., 2021, before me, a Notary Public, personally appeared **ROBERT E. GOLDMAN and LINDA F. GOLDMAN**, husband and wife, 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.

Denise M. Bateman (SEAL)



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.

Notary Public (SEAL)



August 3, 2021

File No. 17-12046

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

Reference: Hallmark Homes-Mill Ridge LLC, Escrow Release #8
Mill Ridge Major Subdivision (Assal Tract)
TMP #26-003-003 (New Britain Township)

Dear Matt:

In response to the Applicant's request for the eighth escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements on July 29, 2021. We have prepared Certificate of Completion #8 in the amount of **\$20,259.00** for consideration at an upcoming public meeting. We note that we did not recommend release of the milling along Curley Mill Road as the work wasn't completed to date for the full width of the existing road. However, we did recommend release of the wearing course for the widening portion of the road.

By copy of this letter to New Britain Township, we recommend the release of the funds as delineated on the attached breakdown and which equal Twenty Thousand Two Hundred Fifty-Nine Dollars and Zero Cents (\$20,259.00) to Hallmark Homes-Mill Ridge LLC. This leaves \$321,633.09 remaining in the escrow fund for work within New Britain Township. The escrowed site improvements are approximately 82% completed.

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

Sincerely,

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

JM/tw/sl

Enclosures: as referenced

cc: Michael Walsh, Assistant Manager
Kelsey Harris, Zoning Officer
Peter Nelson, Esquire, Grim, Biehn & Thatcher
Richard R. Carroll, III, President, Hallmark Homes Group, Inc.
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.



August 3, 2021
Project No.: G&A #17-12046

**CERTIFICATE OF COMPLETION NO. 8
HALLMARK HOMES-MILL RIDGE LLC
NEW BRITAIN TOWNSHIP**

Original Financial Security: \$ 832,223.00 (Total Construction)
 \$ 83,222.30 (Total Contingency)
 \$ 41,611.15 (Total Eng/Insp/Legal)
 \$ 957,056.45 (Total Escrow Posted)

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Hallmark Homes-Mill Ridge LLC relative to the construction and installation of certain improvements to the Mill Ridge Subdivision have been completed to the extent of Twenty Thousand Two Hundred Fifty-Nine Dollars and Zero Cents (\$20,259.00). This certificate authorizes the Financial Security be reduced to the extent of **\$20,259.00** held by Meridian Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Hallmark Homes-Mill Ridge LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Hallmark Homes-Mill Ridge LLC may have an interest. It is payable in an amount not to exceed \$20,259.00 to Hallmark Homes-Mill Ridge LLC or such other persons or parties as they shall designate.

ESCROW SUMMARY

Total Financial Security:	\$ 957,056.45
Amount of Previous Releases:	\$ 615,164.36
Amount of this Request:	\$ 20,259.00
Amount of Construction Available:	\$ 154,862.50
Total Escrow Remaining:	\$ 321,633.09

NEW BRITAIN TOWNSHIP ENGINEER:

Janene Marchand 08/03/2021
Date
Janene Marchand, P.E.
Gilmore & Associates, Inc
Township Engineers

DESIGNATED DRAFT RECIPIENT:

Name (print) Richard D. Carroll, III
Title President
Signature [Signature]

NEW BRITAIN TOWNSHIP MANAGER:

Matthew West, Township Manager



ESCROW STATUS REPORT

PROJECT NAME: Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION: \$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 22,510.00
PROJECT NO.: 17-12046	TOTAL CONSTRUCTION CONTINGENCY: \$83,222.30	RETAINAGE THIS RELEASE: \$ 2,251.00
PROJECT OWNER: Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL: \$41,611.15	RETAINAGE RELEASED THIS PERIOD: \$ -
		AMOUNT OF THIS RELEASE: \$ 20,259.00
	TOTAL ESCROW POSTED: \$957,056.45	
MUNICIPALITY: New Britain Township		TOTAL ESCROW RELEASED TO DATE: \$ 635,423.36
ESCROW AGENT: Meridian Bank		TOTAL RETAINAGE RELEASED TO DATE*: \$ -
TYPE OF SECURITY: Acquisition Development and Construction Loan	RELEASE NO.: 8	TOTAL ESCROW REMAINING: \$321,633.09
AGREEMENT DATE: 9/16/2020	RELEASE DATE: August 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$ 83,222.30
		TOTAL ENG/INSP/LEGAL: \$ 41,611.15
		TOTAL REMAINING RETAINAGE TO DATE: \$ 41,937.14
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 154,862.50

*Retainage Released to Date is included in Total Escrow Released to Date.

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 9
CONSTRUCTION ITEMS					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
I. EROSION CONTROL											
1.	Rock Construction Entrance	EA	1	\$2,000.00		\$2,000.00		1	\$2,000.00		
2.	Silt Sock - 8" (D,E,F,G,H)	LF	1,740	\$2.85		\$4,959.00		1,740	\$4,959.00		
3.	Silt Sock - 12" (O,O,R)	LF	475	\$3.45		\$1,638.75		475	\$1,638.75		
4.	Silt Sock - 18" (A,B,C,L,N,Q)	LF	1,210	\$5.50		\$6,655.00		1,210	\$6,655.00		
5.	Silt Sock - 24" (I,J,K,P)	LF	520	\$10.00		\$5,200.00		520	\$5,200.00		
6.	Silt Sock - 32" (M)	LF	385	\$12.00		\$4,620.00		385	\$4,620.00		
7.	Clearing & Grubbing	LS	1	\$6,000.00		\$6,000.00		1	\$6,000.00		
8.	Orange Tree Protection Fence	LF	3,435	\$1.80		\$6,183.00		3,435	\$6,183.00		
9.	Temporary Seeding (Topsoil Pile Only)	LS	1	\$700.00		\$700.00		1	\$525.00	0.25	\$175.00
10.	R5 Rip Rap Lining	SY	80	\$50.00		\$4,000.00		80	\$4,000.00		
11.	Rip Rap Lining	SY	40	\$60.00		\$2,400.00		40	\$2,400.00		
12.	R7 Rip Rap Lining	SY	4	\$100.00		\$400.00		4	\$400.00		
13.	Inlet Filters	EA	12	\$120.00		\$1,440.00		12	\$1,440.00		
14.	S75 Matting	SF	190,500	\$0.15		\$28,575.00	25,000	\$3,750.00	190,500	\$28,575.00	
15.	Filter Bag	EA	1	\$500.00		\$500.00		1	\$500.00		
16.	E&S Maintenance	LS	1	\$2,500.00		\$2,500.00	0.5	\$1,250.00	0.5	\$1,250.00	
17.	E&S Removal	LS	1	\$2,000.00		\$2,000.00				1	\$2,000.00
II. BASIN #1											
1.	Topsoil 8" Strip/Stockpile	CY	1,490	\$3.00		\$4,470.00		1,490	\$4,470.00		
2.	Keyway Excavation	LF	350	\$5.00		\$1,750.00		350	\$1,750.00		
3.	Basin Cut/Fill	CY	3,185	\$2.90		\$9,236.50		3,185	\$9,236.50		
4.	Site Cut/Basin Fill	CY	2,000	\$2.90		\$5,800.00		2,000	\$5,800.00		
5.	RCP O-Ring, CL III - 18"	LF	123	\$32.00		\$3,936.00		123	\$3,936.00		
6.	DW Headwalls - 6"	EA	1	\$1,500.00		\$1,500.00		1	\$1,500.00		
7.	SDR - 26 PVC - 6"	LF	11	\$26.00		\$286.00		11	\$286.00		
8.	Outlet Structure	EA	1	\$2,500.00		\$2,500.00		1	\$2,500.00		
9.	Anti-Seep Collars	EA	2	\$750.00		\$1,500.00		2	\$1,500.00		
10.	Respread Topsoil - 9"	CY	1,070	\$3.50		\$3,745.00		1,070	\$3,745.00		
11.	Emergency Spillway	SF	900	\$1.50		\$1,350.00		900	\$1,350.00		
12.	Conversion (Udrain & Amended Soil)	LS	1	\$30,000.00		\$30,000.00		1	\$30,000.00		
III. BASIN #2											
1.	Topsoil 8" Strip/Stockpile	CY	760	\$3.00		\$2,280.00		760	\$2,280.00		
2.	Keyway Excavation	LF	225	\$5.00		\$1,125.00		225	\$1,125.00		
3.	Basin Cut/Fill	CY	890	\$2.90		\$2,581.00		890	\$2,581.00		
4.	Basin Cut/Site Fill	CY	2,025	\$2.65		\$5,366.25		2,025	\$5,366.25		
5.	Outlet Structure	EA	1	\$2,500.00		\$2,500.00		1	\$2,500.00		
6.	RCP O-Ring, CL III - 24"	LF	50	\$45.00		\$2,250.00		50	\$2,250.00		
7.	Anti-Seep Collars	EA	2	\$750.00		\$1,500.00		2	\$1,500.00		
8.	Respread Topsoil - 9"	CY	515	\$3.50		\$1,802.50		515	\$1,802.50		
9.	Emergency Spillway	SF	900	\$1.50		\$1,350.00		900	\$1,350.00		
10.	Conversion (Udrain & Amended Soil)	LS	1	\$15,000.00		\$15,000.00		1	\$15,000.00		



ESCROW STATUS REPORT

PROJECT NAME: Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION: \$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 22,510.00
PROJECT NO.: 17-12046	TOTAL CONSTRUCTION CONTINGENCY: \$83,222.30	RETAINAGE THIS RELEASE: \$ 2,251.00
PROJECT OWNER: Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL: \$41,611.15	RETAINAGE RELEASED THIS PERIOD: \$ -
		AMOUNT OF THIS RELEASE: \$ 20,259.00
	TOTAL ESCROW POSTED: \$957,056.45	
MUNICIPALITY: New Britain Township		TOTAL ESCROW RELEASED TO DATE: \$ 635,423.36
ESCROW AGENT: Meridian Bank		TOTAL RETAINAGE RELEASED TO DATE*: \$ -
TYPE OF SECURITY: Acquisition Development and Construction Loan	RELEASE NO.: 8	TOTAL ESCROW REMAINING: \$321,633.09
AGREEMENT DATE: 9/16/2020	RELEASE DATE: August 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$ 83,222.30
		TOTAL ENG/INSP/LEGAL: \$ 41,611.15
		TOTAL REMAINING RETAINAGE TO DATE: \$ 41,937.14
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 154,862.50

*Retainage Released to Date is included in Total Escrow Released to Date.

ESCROW TABULATION					CURRENT RELEASE	RELEASED TO DATE	AVAILABLE FOR RELEASE	RELEASE REQ # 9					
CONSTRUCTION ITEMS					UNITS	QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
IV. BASIN #3													
1.	Topsoil 8" Strip/Stockpile	CY	1,540	\$3.00				\$4,620.00					
2.	Keyway Excavation	LF	550	\$5.00				\$2,750.00					
3.	Basin Cut/Fill	CY	1,990	\$2.90				\$5,771.00					
4.	Basin Cut/Site Fill	CY	3,050	\$2.90				\$8,845.00					
5.	Outlet Structure	EA	1	\$2,500.00				\$2,500.00					
6.	DW Headwalls - 30"	EA	1	\$2,000.00				\$2,000.00					
7.	RCP O-Ring, CL III - 30"	LF	45	\$65.00				\$2,925.00					
8.	Anti-Seep Collars	EA	2	\$750.00				\$1,500.00					
9.	Respread Topsoil - 9"	CY	880	\$3.50				\$3,080.00					
10.	Emergency Spillway	SF	900	\$1.50				\$1,350.00					
11.	Conversion (Udrain & Amended Soil)	LS	1	\$35,000.00				\$35,000.00					
V. EARTHWORK													
1.	Topsoil 8" Strip/Stockpile	CY	10,800	\$2.90				\$31,320.00					
2.	Diversion Swale Grading	LF	815	\$2.00				\$1,630.00					
3.	Site Cut/Fill	CY	13,000	\$2.90				\$37,700.00					
4.	Road Excavation for Widening	CY	200	\$15.00				\$3,000.00					
VI. STORM SEWER													
1.	Saw Cutting	LF	140	\$1.00				\$140.00					
2.	DW Headwalls - Double 29x45"	EA	2	\$5,000.00				\$10,000.00					
3.	RCP Elliptical CL III - Double 29"x45" Crossing Road	LF	35	\$180.00				\$6,300.00					
4.	DW Headwalls - 24" x 38"	EA	2	\$2,800.00				\$5,600.00					
5.	RCP O-Ring, CL III - 24"x38" Crossing Road	LF	35	\$120.00				\$4,200.00					
6.	RCP O-Ring, CL III - 18"	LF	2,000	\$40.00				\$80,000.00					
7.	RCP O-Ring, CL III - 21"	LF	117	\$95.00				\$11,115.00					
8.	RCP Elliptical, CL III - 24"x38"	LF	72	\$110.00				\$7,920.00					
9.	RCP Elliptical, CL III - 29"x45"	LF	50	\$120.00				\$6,000.00					
10.	DW Headwalls - 18"	EA	6	\$1,500.00				\$9,000.00					
11.	DW Headwalls - 24"x38"	EA	2	\$3,200.00				\$6,400.00					
12.	DW Headwalls - 29"x45"	EA	1	\$3,500.00				\$3,500.00					
13.	Type C Inlet - 4'	EA	13	\$2,200.00				\$28,600.00					
VII. CONCRETE													
1.	Sidewalk	SF	4,610	\$4.00				\$18,440.00			4,610	\$18,440.00	
2.	Aprons	SF	480	\$5.00				\$2,400.00			480	\$2,400.00	
3.	Belgian Block Curb	LF	1,950	\$19.00				\$37,050.00			1,950	\$37,050.00	



ESCROW STATUS REPORT

PROJECT NAME: Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION: \$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 22,510.00
PROJECT NO.: 17-12046	TOTAL CONSTRUCTION CONTINGENCY: \$83,222.30	RETAINAGE THIS RELEASE: \$ 2,251.00
PROJECT OWNER: Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL: \$41,611.15	RETAINAGE RELEASED THIS PERIOD: \$ -
		AMOUNT OF THIS RELEASE: \$ 20,259.00
	TOTAL ESCROW POSTED: \$957,056.45	
MUNICIPALITY: New Britain Township		TOTAL ESCROW RELEASED TO DATE: \$ 635,423.36
ESCROW AGENT: Meridian Bank		TOTAL RETAINAGE RELEASED TO DATE*: \$ -
TYPE OF SECURITY: Acquisition Development and Construction Loan	RELEASE NO.: 8	TOTAL ESCROW REMAINING: \$321,633.09
AGREEMENT DATE: 9/16/2020	RELEASE DATE: August 3, 2021	TOTAL CONSTRUCTION CONTINGENCY: \$ 83,222.30
		TOTAL ENG/INSP/LEGAL: \$ 41,611.15
		TOTAL REMAINING RETAINAGE TO DATE: \$ 41,937.14
		TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 154,862.50

*Retainage Released to Date is included in Total Escrow Released to Date.

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 9
					TOTAL		TOTAL		TOTAL		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
VIII. MILL RIDGE ROAD PAVING											
1. Fine Grade for Paving	SY	3,200	\$0.80	\$2,560.00			3,200	\$2,560.00			
2. 2A Mod Subbase - 6"	SY	3,200	\$4.80	\$15,360.00			3,200	\$15,360.00			
3. 25mm Superpave Base - 4-1/2"	SY	3,200	\$17.00	\$54,400.00			3,200	\$54,400.00			
4. Sweep & Tack Seal	SY	3,200	\$0.50	\$1,600.00					3,200	\$1,600.00	
5. 9.5mm Superpave - 1-1/2"	SY	3,200	\$8.00	\$25,600.00					3,200	\$25,600.00	
6. Pavement Markings - Hot Thermoplastic	LS	1	\$545.00	\$545.00					1	\$545.00	
7. Signs	EA	8	\$220.00	\$1,760.00	8	\$1,760.00	8	\$1,760.00			
8. Stamped Asphalt Crosswalk	EA	1	\$1,000.00	\$1,000.00					1	\$1,000.00	
IX. CURLEY MILL ROAD PAVING											
1. Mill Curley Mill Road	SY	2,000	\$5.00	\$10,000.00					2,000	\$10,000.00	
2. Base Repair	CY	50	\$20.00	\$1,000.00			50	\$1,000.00			
3. Fine Grade Widening	SY	635	\$1.00	\$635.00			635	\$635.00			
4. 2A Mod Subbase - 6"	SY	635	\$4.80	\$3,048.00			635	\$3,048.00			
5. 25mm Superpave Base - 5"	SY	635	\$17.50	\$11,112.50			635	\$11,112.50			
6. 19mm Superpave Binder - 2"	SY	635	\$12.00	\$7,620.00			635	\$7,620.00			
7. Sweep & Tack Seal	SY	635	\$0.50	\$317.50					635	\$317.50	
8. 9.5mm Superpave Wearing - 1-1/2" (Full Cartway and Wider	SY	2,635	\$8.00	\$21,080.00	550	\$4,400.00	550	\$4,400.00	2,085	\$16,680.00	
X. SURVEY AND ASBUILTS											
1. Survey and Asbuilts	LS	1	\$12,500.00	\$12,500.00			1	\$9,375.00	0.25	\$3,125.00	
2. Pins and Monuments	LS	1	\$5,000.00	\$5,000.00					1	\$5,000.00	
XI. LANDSCAPING											
1. Shade/Street Trees	EA	101	\$400.00	\$40,400.00	9	\$3,600.00	39	\$15,600.00	62	\$24,800.00	
2. Evergreen Trees	EA	62	\$300.00	\$18,600.00	5	\$1,500.00	5	\$1,500.00	57	\$17,100.00	
3. Ornamental Trees	EA	70	\$250.00	\$17,500.00	19	\$4,750.00	19	\$4,750.00	51	\$12,750.00	
4. Shrubs	EA	261	\$30.00	\$7,830.00					261	\$7,830.00	
5. Meadow Mix -Rear Yards	LS	1	\$2,000.00	\$2,000.00					1	\$2,000.00	
XII. MISCELLANEOUS											
1. Traffic Control	LS	1	\$5,000.00	\$5,000.00					0.25	\$1,250.00	
2. Lighting	EA	1	\$1,500.00	\$1,500.00	1	\$1,500.00	1	\$1,500.00			
3. Community Mailbox	EA	1	\$1,000.00	\$1,000.00					1	\$1,000.00	
4. R/M Woody Growth/Place 8" Topsoil/Seed (Limekiln Pike RC	LS	1	\$1,000.00	\$1,000.00					1	\$1,000.00	

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 11th day of July, A.D., 2021, 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 **Prime Custom Builders, LLC of 350 S. Main Street, Suite 307, Doylestown, PA 18901** (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 **Valley Drive**, also known as Bucks County Tax Map Parcel No(s). **26-008-157** (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:

Primecustom Builders, LLC

(Applicant - Print Name)

(Applicant - Print Name)

By: 

(Applicant - Signature(s))

By:

(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this ____ day of _____, A.D., 20___, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Paul and Susan Logan**, of **32 NEWVILLE ROAD, CHALFONT, PA 18914** (hereinafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **12 NEWVILLE ROAD**, also known as Bucks County Tax Map Parcel No(s), **26-003-020** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

FOR NEW BRITAIN TOWNSHIP:

Matt West, Township Manager


FOR APPLICANT:



Paul A. Logan
(Applicant - Print Name)

By: 

(Applicant - Signature(s))



Susan M Logan
(Applicant - Print Name)

By: 

(Applicant - Signature(s))

NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this 26 day of July, A.D., 2021, 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 **Dale and ^{Julie}~~Joray~~ Wetherill** of ~~PO Box 215~~, Fountainville, PA 18923 (hereinafter referred to as "Developer").
2115 Upper Stump

WITNESSETH:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **2115 Upper Stump Road**, also known as Bucks County Tax Map Parcel No(s). **26-004-018-007** (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.

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7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make the initial deposit payment described above within five (5) days of the date of this Agreement,

Developer shall be in default of this Agreement.

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

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

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

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

12. Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services.

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

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

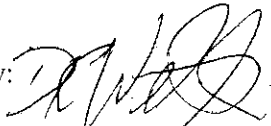
FOR NEW BRITAIN TOWNSHIP:

Matt West, Township Manager

FOR APPLICANT:

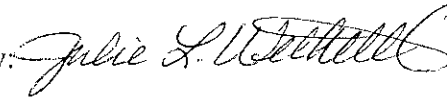
Dale Wetherill

(Applicant - Print Name)

By: 
(Applicant - Signature(s))

Julie Wetherill

(Applicant - Print Name)

By: 
(Applicant - Signature(s))

August 4, 2021

legals@theintell.com

The Intelligencer, Legal Ad Department

Acct# 3-086712006

Please publish the following legal notice on Sunday, August 8, 2021:

**NOTICE 2021 NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS MEETING SCHEDULE
UPDATE:**

New Britain Township will be rescheduling the remaining meetings of the New Britain Township Board of Supervisors in 2021 for Sept. – Dec. and rescheduling them as shown below, unless otherwise advertised. All Board of Supervisors meetings will be held at the Municipal Building, 207 Park Avenue, New Britain Township.

New Schedule for Board of Supervisors Meetings:

Sept. 13, 2021, at 9:00 am

Sept. 27, 2021, at 7:00 pm

Oct. 4, 2021, at 9:00 am

Oct. 18, 2021, at 7:00 pm

Nov. 1, 2021, at 9:00 am

Nov. 15, 2021, at 7:00 pm

Dec. 6, 2021, at 9:00 am

Dec. 20, 2021, at 7:00 pm

#####

Matt West

New Britain Township Manager

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
HIRSC005	HIRSCHBERG MECHANICAL LLC								
		21000475	07/22/21	Twp HVAC Replacement	Open	16,490.00	0.00		
SSELE005	S&S Electrical Services, Inc								
		21000474	07/22/21	Admin Bldg HVAC Replacement	Open	11,915.00	0.00		
SCHIL010	SCHILLER AND HERSH ASSOCIATES								
		21000473	07/22/21	Twp HVAC Project	Open	925.00	0.00		

Total Purchase Orders: 3 Total P.O. Line Items: 0 Total List Amount: 29,330.00 Total Void Amount: 0.00

July 22, 2021
11:46 AM

NEW BRITAIN TOWNSHIP
Bill List By Vendor Name

Page No: 1

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	Status	Amount	Void Amount	Contract	PO Type
COSTC010	COSTCO WHOLESALE MEMBERSH					
21000476	07/22/21	open	375.73	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 375.73 Total Void Amount: 0.00

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		
DEPART DEPARTMENT OF TREASURY											
		21000513	08/02/21	PCORI Fee	Open	236.74	0.00				
USPOS010 U.S. POSTMASTER											
		21000512	08/02/21	Fall Newsletter	Open	1,227.73	0.00				
Total Purchase Orders:		2		Total P.O. Line Items:		0		Total List Amount: 1,464.47		Total Void Amount: 0.00	

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
UNTYE015	UNTYEST BANK	21000519	08/05/21	Street Light Loan	Open	2,163.26	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 2,163.26 Total Void Amount: 0.00

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
CHASE005	CHASE	21000522	08/05/21	Interest Payment	Open	23,040.44	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 23,040.44 Total Void Amount: 0.00

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	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
1852PO05 1852 PA OPCO LLC									
		21000547	08/11/21	Car Washes	Open	67.05	0.00		
AJAME010 A. JAMES SCANZILLO									
		21000490	07/26/21	Zoning Hearings	Open	180.00	0.00		
AJAME015 A. James Scanzillo									
		21000530	08/11/21	Appraisal/Gilmore Farm	Open	1,875.00	0.00		
ANTHO030 ANTHONY PASSERINI									
		21000496	07/26/21	Jan - June 2021 Cell Reimb	Open	120.00	0.00		
AQUAP010 AQUA PENNSYLVANIA									
		21000523	08/11/21	Fire Hydrant Rental	Open	915.90	0.00		
ARMOR010 ARMOUR & SONS ELECTRIC I									
		21000483	07/26/21	Traffic Signal Maintenance	Open	220.00	0.00		
		21000534	08/11/21	Traffic Signal Repair	Open	220.00	0.00		
						440.00			
ATTMO010 AT&T MOBILITY									
		21000552	08/11/21	Mobile Phone Service	Open	382.50	0.00		
AUTOZ005 Autozone, Inc.									
		21000481	07/26/21	Parts	Open	73.85	0.00		
BREBERG Bee Bergvall & Co									
		21000520	08/05/21	Accounting Services	Open	13,033.00	0.00		
BERGE010 BERGEY'S INC.									
		21000504	07/27/21	Parts/Repairs	Open	262.25	0.00		
		21000517	08/05/21	Parts	Open	123.28	0.00		
						385.53			
BKS CT BKS CTY COURT REPORTERS, LLC									
		21000499	07/27/21	7/15/21 Zoning Hearing	Open	175.00	0.00		
		21000529	08/11/21	Zoning Hrg/Court Reporter	Open	175.00	0.00		
						350.00			
CATHE010 CATHERINE BASILTI									
		21000489	07/26/21	Zoning Hearings	Open	120.00	0.00		
CENTR085 CENTRAL SQUARE									
		21000548	08/11/21	Computer	Open	2,231.47	0.00		
CHUCK CHUCK COXHEAD									
		21000488	07/26/21	Zoning Hearings	Open	180.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COMCA010 COMCAST									
		21000487	07/26/21	Cable/Internet	Open	513.28	0.00		
		21000500	07/27/21	Cable	Open	282.96	0.00		
		21000539	08/11/21	Cable Services	Open	15.86	0.00		
						812.10			
COMMO130 COMMONWEALTH OF PENNSYLVANIA									
		21000518	08/05/21	MS4 Permit	Open	500.00	0.00		
DANIE020 DANIEL L. BEARDSLEY LTD.									
		21000546	08/11/21	Small Equipment Repair	Open	200.00	0.00		
DELA020 DEL VALL PROP & LIABILITY TRST									
		21000508	07/27/21	Property & Liability Insurance	Open	12,379.00	0.00		
DELA040 DELAWARE VALLEY WORKERS' COMP									
		21000509	07/27/21	Workers Compensation Insurance	Open	21,259.50	0.00		
DVHLT010 DVHT									
		21000531	08/11/21	Health Insurance	Open	60,486.84	0.00		
EASTE010 EASTERN AUTOPARTS WAREHOU									
		21000521	08/05/21	Parts	Open	774.87	0.00		
GALL5010 GALLS, LLC									
		21000549	08/11/21	Uniform Supplies	Open	145.87	0.00		
GARDE010 GARDEN STATE HIGHWAY PRODUCTS									
		21000551	08/11/21	Street Signs	Open	2,165.25	0.00		
GARYT005 GARY THOMAS									
		21000494	07/26/21	2021 Boot Allowance Reimb	Open	159.98	0.00		
		21000495	07/26/21	Jan - June 2021 Cell Reimb	Open	120.00	0.00		
						279.98			
GEORG040 GEORGE ALLEN PORTABLE TOILETS									
		21000480	07/26/21	Portable Toilets/Parks	Open	664.00	0.00		
GLASG010 GLASGOW INC.									
		21000545	08/11/21	Debris Removal	Open	120.00	0.00		
GMSS0005 GMSS									
		21000528	08/11/21	Refund - Deed Registration	Open	10.00	0.00		
HABER010 H.A. BERKHEIMER INC.									
		21000525	08/11/21	Commission Fee	Open	5.13	0.00		
HOMED010 HOME DEPOT CREDIT SERVICES									
		21000536	08/11/21	Supplies	Open	341.34	0.00		
KELSE005 KELSEY C. GANTHER									
		21000497	07/26/21	Jan - June 2021 Cell Reimb	Open	120.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
KEYBU005	KEY BUSINESS SOLUTIONS	21000540	08/11/21	Postage Meter	Open	15.00	0.00		
LMGFA015	LMG Family Practice PC	21000492	07/26/21	Pre-Employment Screening	Open	155.00	0.00		
LOUIS005	LOUIS GENTNER	21000506	07/27/21	Jan-June 2021 Cell Reimb	Open	120.00	0.00		
LYONS015	Lyons Recreation, LLC	21000484	07/26/21	Playground Equipment	Open	352.31	0.00		
MWPRE005	M & W PRECAST, LLC	21000535	08/11/21	Drainage	Open	2,235.30	0.00		
MARIE005	Marie J. Schmidt	21000510	07/27/21	Zoning Application Fee Refund	Open	805.08	0.00		
MICHA110	MICHAEL SANDT	21000556	08/11/21	watch Repair	Open	1,044.10	0.00		
NORTH050	NORTH PENN WATER AUTHORITY	21000502	07/27/21	Water	Open	212.10	0.00		
PENNS020	PA ONE CALL SYSTEM, INC.	21000533	08/11/21	PA One Calls	Open	116.75	0.00		
PECOE020	PECO ENERGY PAYMENT PROCESSING	21000553	08/11/21	Electric Expense	Open	2,762.41	0.00		
PSATS020	PSATS	21000514	08/05/21	Zoning/K. Harris	Open	125.00	0.00		
READY005	READY REFRESH BY NESTLE	21000485	07/26/21	Bottled Water	Open	152.41	0.00		
REPUB005	REPUBLIC SERVICES #320	21000478	07/26/21	Trash Removal	Open	931.61	0.00		
RICHT010	RICHTER DRAFTING & OFFICE SUPP	21000542	08/11/21	office Supplies/Pollice	Open	96.84	0.00		
RIGGI010	RIGGINS INC.	21000511	07/27/21	Fuel	Open	2,039.52	0.00		
		21000516	08/05/21	Fuel	Open	3,537.56	0.00		
						5,577.08			
ROBER270	ROBERT E. LITTLE, INC.	21000543	08/11/21	Supplies	Open	99.08	0.00		
SCOTT070	SCOTT FISCHER	21000491	07/26/21	Zoning Hearings	Open	60.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SOSME005 SOSMETAL PRODUCTS INC.									
		21000486	07/26/21	Public works Shop Supplies	Open	12.89	0.00		
STAND020 STANDARD DIGITAL IMAGING									
		21000541	08/11/21	Copies Overage	Open	23.06	0.00		
STAND015 STANDARD DIGITAL LEASING									
		21000482	07/26/21	Copier Charges	Open	587.49	0.00		
		21000554	08/11/21	Copier Lease	Open	616.87	0.00		
						1,204.36			
STAND010 STANDARD INSURANCE COMPANY									
		21000479	07/26/21	Life/Disability Insurance	Open	2,691.01	0.00		
TDAME010 TD AMERITRADE INSTITUTIONAL									
		21000570	08/11/21	Pension Contributions	Open	15,948.41	0.00		
THOMA090 THOMAS J. WALSH III, ESQ.									
		21000493	07/26/21	Zoning Legal	Open	4,800.00	0.00		
THOMP010 THOMPSON NETWORKS									
		21000477	07/26/21	Monthly Help Desk Services	Open	1,291.00	0.00		
TUSTI005 TUSTIN MECHANICAL SERVICES									
		21000532	08/11/21	Building Maintenance	Open	1,320.42	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		21000501	07/27/21	Outside Inspections	Open	425.00	0.00		
		21000507	07/27/21	Outside Inspections	Open	390.00	0.00		
		21000526	08/11/21	Outside Inspections	Open	1,440.00	0.00		
		21000555	08/11/21	Outside Inspections	Open	565.00	0.00		
						2,820.00			
VERIZ010 VERIZON									
		21000537	08/11/21	Equipment/Services	Open	110.99	0.00		
VERIZ050 VERIZON WIRELESS									
		21000515	08/05/21	Mobile Phones/Police	Open	59.69	0.00		
		21000538	08/11/21	Mobile Phones/Police	Open	459.82	0.00		
						519.51			
WILLI010 WILLIAM A. MAY									
		21000498	07/26/21	2021 Boot Allowance Reimb	Open	163.17	0.00		
		21000505	07/27/21	Jan-June 2021 Cell Reimb	Open	120.00	0.00		
						283.17			
WILLI030 WILLIAM BLACK									
		21000524	08/11/21	Jan - June 2021 Cell Reimb	Open	120.00	0.00		
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
		21000503	07/27/21	uniform supplies	Open	85.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
WITME010 WITMER PUBLIC SAFETY GROUP, INC Continued										
		21000527	08/11/21	Uniform Supplies	Open	679.99	0.00			
						764.99				
WORKP005 WORKPLACE CENTRAL										
		21000544	08/11/21	office Supplies	Open	15.96	0.00			
Total Purchase Orders:		76	Total P.O. Line Items:		0	Total List Amount:		167,404.02	Total Void Amount:	0.00

**AUGUST 16, 2021
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

**APPROVED BY THE BOARD OF
SUPERVISORS**

ATTEST: _____

DATE: _____