



New Britain Township Board of Supervisors

Business Meeting

Monday, September 27, 2021

6:30 p.m. Executive Session

7:00 p.m. Regular Meeting

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Chair Comments**
- 4. Public Hearing**
 - A. None
- 5. Public Comment**
- 6. Action Items**
 - A. Motion to approve meeting minutes of the August 16, 2021 & September 13, 2021, Board of Supervisors meeting
 - B. Motion to approve schedule of bills
 - C. Motion to approve consent agenda
 - D. Motion to award 2021-2022 Salt Bid
 - E. Motion to adopt Resolution 2021-20: NBTPD Hiring Policy
 - F. Motion to authorize acceptance of applications for a sworn position in the New Britain Police Department.
 - G. Motion to adopt Resolution 2021-21: Dolly Lane Prelim/Final Approval
 - H. Motion to adopt Resolution 2021-22: 9 Sellersville Road Prelim/Final Approval
 - I. Motion to adopt Resolution 2021-23: Township Line Road & Walters Road Prelim/Final Approval
 - J. Motion to approve Waiver of Land Development: CNBTJSA – Pump House #4
 - K. Motion to approve the County Builders Settlement Stipulation Agreement
 - L. Motion to appoint Township Planning and Zoning Officer
 - M. Motion to appoint John Bates as Township Finance Director and Treasurer, as of September 13, 2021.

N. Motion to adopt Resolution 2021-24: 2022 Police Pension MMO (Updated 9/28)

O. Motion to adopt Resolution 2021-25: 2022 Non-Uniform Pension MMO (Updated 9/28)

7. Information Items

A. Township Manager's report

B. Departmental Reports

C. Solicitor's Report

D. Engineer's Report

E. Board of Supervisors' Comments

8. Old Business

9. New Business

10. Adjournment

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, October 4, 2021, 9:00 a.m.** at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda and meeting materials are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board approve the minutes of the August 16, 2021 Business Meeting and the September 13, 2021 Work Session Meeting of the New Britain Township Board of Supervisors.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board approve the Schedule of Bills dated August 30, 2021, September 7, 2021, September 17, 2021, September 20, 2021, and September 20, 2021 (medical reimbursements) in the amount of \$299,907.82, and authorize the Township Manager to pay all bills, per the attachment.

Presented By: _____

Seconded By: _____

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

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
1852P005	1852 PA OPCO LLC	21000579	08/20/21	Car Washes	Open	57.20	0.00		
440SE005	440 SETTLEMENT SERVICES	21000574	08/20/21	U & O Refund - 114 Peggy Lane	Open	75.00	0.00		
ATTM0010	AT&T MOBILITY	21000607	08/27/21	Mobile Phone Service	Open	377.23	0.00		
AUTOZ005	AutoZone, Inc.	21000612	08/27/21	Parts	Open	114.99	0.00		
BEEBERG	Bee Bergvall & Co	21000585	08/20/21	Accounting Services	Open	5,097.00	0.00		
BERGE010	BERGEY'S INC.	21000571	08/20/21	Vehicle Maintenance	Open	278.00	0.00		
BILLM010	BILL MITCHELL'S AUTO SERVICE I	21000611	08/27/21	Emission Inspection	Open	118.71	0.00		
BUCKS130	BUCKS-MONT PARTY CENTRE	21000617	08/30/21	Fall Fest Inflatables	Open	78.51	0.00		
COMCA010	COMCAST	21000597	08/20/21	cable/Internet	Open	804.62	0.00		
DELLM010	DELL MARKETING LP	21000609	08/27/21	Computer Equipment	Open	326.00	0.00		
DISPL010	DISPLAY AND SIGN CENTER	21000576	08/20/21	Fall Festival Banner	Open	75.00	0.00		
DUNLA010	dunlapSLK	21000590	08/20/21	Payroll	Open	330.00	0.00		
GALLS010	GALLS, LLC	21000578	08/20/21	Uniforms	Open	63.94	0.00		
GARDE010	GARDEN STATE HIGHWAY PRODUCTS	21000588	08/20/21	Street signs	Open	50.00	0.00		
		21000604	08/26/21	Street signs	Open	880.66	0.00		
						930.66			
GEORG040	GEORGE ALLEN PORTABLE TOILETS	21000584	08/20/21	Portable Toilets/Parks	Open	664.00	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	21000599	08/23/21	Engineering Expenses	Open	37,485.99	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GRIMB010	GRIM BIEHN & THATCHER	21000572	08/20/21	Legal Fees	Open	10,334.50	0.00		
GUIDE010	GUIDEMARK INC.	21000595	08/20/21	Line Painting	Open	10,829.52	0.00		
HARLE015	HARLEYSVILLE PARTY RENTAL	21000618	08/30/21	Fall Fest Inflatables	Open	462.50	0.00		
HONDR020	HONDRU FORD	21000616	08/30/21	2022 Ford F350 Truck	Open	36,945.00	0.00		
INTEG010	INTEGRATED TURF MANAGEMENT INC	21000581	08/20/21	w. Branch Park/IPM	Open	715.00	0.00		
JOSEP050	JOSEPH KARPOVICH	21000601	08/26/21	Gas & Parking Reimbursement	Open	40.00	0.00		
LANDI010	LANDIS BLOCK & CONCRETE	21000594	08/20/21	Drainage Supplies	Open	189.00	0.00		
MWPRE005	M & W PRECAST , LLC	21000586	08/20/21	Drainage Supplies	Open	961.80	0.00		
MCDON010	MCDONALD UNIFORM COMPANY	21000577	08/20/21	Uniforms	Open	129.56	0.00		
NICKP005	Nick Pompei	21000603	08/26/21	Escrow Refund	Open	3,000.00	0.00		
NORTH050	NORTH PENN WATER AUTHORIT	21000620	08/30/21	Water	Open	177.00	0.00		
PA MUN	PA MUNICIPAL LEAGUE	21000589	08/20/21		Open	450.00	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	21000619	08/30/21	Electric Expense	Open	2,348.72	0.00		
READY005	READY REFRESH BY NESTLE	21000598	08/20/21	Bottled Water	Open	214.15	0.00		
REPUB005	REPUBLIC SERVICES #320	21000605	08/26/21	Trash Services	Open	3,007.82	0.00		
RICHT010	RICHTER DRAFTING & OFFICE SUPP	21000591	08/20/21	On-site Shredding	Open	70.00	0.00		
ROBER270	ROBERT E. LITTLE, INC.	21000613	08/30/21	Equipment Supplies	Open	803.56	0.00		
SARAD005	Sara Dehaven	21000573	08/20/21	Escrow Refund	Open	1,000.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SERVI010 SERVICE TIRE TRUCK CENTERS									
		21000592	08/20/21	EMS Tires	Open	130.81	0.00		
		21000610	08/27/21	Tires	Open	<u>420.00</u>	0.00		
						550.81			
STAND010 STANDARD INSURANCE COMPANY									
		21000608	08/27/21	Life/Disability Insurance	Open	2,887.86	0.00		
SUBUR040 SUBURBAN PROPANE-2751									
		21000593	08/20/21	ULSD Dyed	Open	531.61	0.00		
THOMP015 THOMPSON NETWORKS									
		21000602	08/26/21	Monthly Help Desk Services	Open	1,291.00	0.00		
TIGER010 TIGER PRINTING GROUP									
		21000580	08/20/21	Fall 2021 Newsletter	Open	1,312.00	0.00		
TMABU010 TMA BUCKS									
		21000583	08/20/21	TMA Bucks Membership	Open	909.00	0.00		
TUSTI005 TUSTIN MECHANICAL SERVICES									
		21000587	08/20/21	Building Maintenance	Open	1,615.10	0.00		
UNITE010 UNITED INSPECTION AGENCY INC.									
		21000600	08/23/21	Outside Inspections	Open	125.00	0.00		
		21000606	08/27/21	Outside Inspections	Open	<u>325.00</u>	0.00		
						450.00			
VALIC010 VALIC c/o JP MORGAN CHASE									
		21000615	08/30/21	2nd Qtr 2021 valic Contributio	Open	7,430.00	0.00		
VERIZ010 VERIZON									
		21000582	08/20/21	Fios Internet	Open	160.58	0.00		
VERIZ050 VERIZON WIRELESS									
		21000614	08/30/21	Mobile Phones/Police	Open	94.13	0.00		
		21000621	08/30/21	Mobile Phones/Police	Open	<u>480.12</u>	0.00		
						574.25			
WAREH010 WAREHOUSE BATTERY OUTLET INC.									
		21000596	08/20/21	Battery	Open	76.65	0.00		
Total Purchase Orders: 50 Total P.O. Line Items: 0 Total List Amount: 136,343.84 Total Void Amount: 0.00									

Totals by Year-Fund							
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND:	1-01	57,678.26	0.00	57,678.26	75.00	0.00	57,753.26
STREET LIGHTING F	1-02	623.04	0.00	623.04	0.00	0.00	623.04
LAND PRESERVATION	1-04	25.48	0.00	25.48	0.00	0.00	25.48
PARKS & RECREATIO	1-07	3,317.82	0.00	3,317.82	0.00	0.00	3,317.82
HIGHWAY EQUIPMENT	1-30	36,945.00	0.00	36,945.00	0.00	0.00	36,945.00
ESCROW:	1-90	37,679.24	0.00	37,679.24	0.00	0.00	37,679.24
Total of All Funds:		<u>136,268.84</u>	<u>0.00</u>	<u>136,268.84</u>	<u>75.00</u>	<u>0.00</u>	<u>136,343.84</u>

P.O. Type: All
 Range: First to Last
 Format: Condensed First Enc Date Range: First to 12/31/21
 Include Non-Budgeted: Y Prior Year Only: N

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TDAME010	TD AMERITRADE INSTITUTIONAL	21000623	09/07/21	Pension Contribution	Open	10,660.42	0.00		
UNIVE015	UNIVEST BANK	21000622	09/07/21	Principal & Interest Payment	Open	2,163.26	0.00		

Total Purchase Orders: 2 Total P.O. Line Items: 0 Total List Amount: 12,823.68 Total Void Amount: 0.00

P.O. Type: All			Open: Y	Paid: N	Void: N
Range: First	to Last		Rcvd: Y	Held: N	Aprv: N
Format: Condensed	First Enc Date Range: First	to 12/31/21	Bid: Y	State: Y	Other: Y
Include Non-Budgeted: Y	Prior Year Only: N				Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
JENNI015	JENNIFER SCHUSTER	21000658	09/17/21	Fall Festival	Open	175.00	0.00		
PEACE025	Peaceable Kingdom Petting Zoo	21000657	09/17/21	Fall Festival	Open	1,100.00	0.00		

Total Purchase Orders:	2	Total P.O. Line Items:	0	Total List Amount:	1,275.00	Total Void Amount:	0.00
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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
AQUAP010	AQUA PENNSYLVANIA	21000643	09/15/21	Fire Hydrant Rental	Open	915.90	0.00		
ARMOU010	ARMOUR & SONS ELECTRIC I	21000644	09/15/21	Traffic Signal Repair	Open	932.50	0.00		
BUCKS030	BUCKS COUNTY CONSORTIUM	21000678	09/20/21	Luncheon	Open	50.00	0.00		
BCCR	Bucks County Court Reporters	21000627	09/10/21	Zoning Hearing/Court Reporter	Open	175.00	0.00		
CAPIT005	CAPITAL ONE TRADE CREDIT	21000663	09/20/21		Open	2,873.64	0.00		
COMCA010	COMCAST	21000629	09/10/21	Cable/Internet	Open	15.86	0.00		
		21000635	09/15/21	Cable/Internet - 004645	Open	522.10	0.00		
						537.96			
CONCO010	CONCOURS AUTOMOTIVE	21000660	09/20/21	Twp Radio Repairs	Open	1,861.94	0.00		
DANIE050	DANIEL A. GONZALEZ	21000675	09/20/21	Training Reimb	Open	445.68	0.00		
DVHIT010	DVHT	21000674	09/20/21	Health Insurance	Open	60,486.84	0.00		
EASTE010	EASTERN AUTOPARTS WAREHOU	21000624	09/10/21	Miscellaneous Parts	Open	723.37	0.00		
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT	21000665	09/20/21	Officer Resignation	Open	325.00	0.00		
EUREK010	EUREKA STONE QUARRY INC.	21000664	09/20/21		Open	283.05	0.00		
FPMAT005	FP MAILING SOLUTIONS	21000634	09/14/21	Postage Meter	Open	117.50	0.00		
GALLS010	GALLS, LLC	21000659	09/20/21	Uniform	Open	998.40	0.00		
		21000679	09/20/21	Uniform	Open	54.99	0.00		
						1,053.39			
GEORG040	GEORGE ALLEN PORTABLE TOILETS	21000646	09/16/21	Portable Toilets/Parks	Open	664.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GILMO010	GILMORE & ASSOCIATES INC.	21000672	09/20/21	Engineering Expenses	Open	51,935.98	0.00		
GRIMB010	GRIM BIEHN & THATCHER	21000677	09/20/21	Legal Fees	Open	10,565.25	0.00		
HABER010	H.A. BERKHEIMER INC.	21000645	09/15/21	Commission Fee Aug 2021	Open	43.68	0.00		
HOMED010	HOME DEPOT CREDIT SERVICES	21000673	09/20/21		Open	171.00	0.00		
INTERCO	Intercounty Investigations	21000666	09/20/21	Background Investigation	Open	2,900.00	0.00		
LANDI010	LANDIS BLOCK & CONCRETE	21000625	09/10/21	Mortar Mason Mix	Open	331.17	0.00		
MARIA015	MARIA CLANCY	21000676	09/20/21	Mileage Reimb	Open	33.82	0.00		
MUNIL005	MUNILOGIC	21000647	09/16/21	Monthly Hosting Fees	Open	265.00	0.00		
NAPPE010	NAPPAN & ASSOCIATES	21000632	09/14/21	Tax Refund	Open	508.12	0.00		
LANDSCA	P & C Landscaping	21000661	09/20/21	Lawn Maintenance	Open	63.60	0.00		
PADEP030	PA DEPT OF LABOR & INDUSTRY-B	21000630	09/14/21	Boiler and Vessel Certificates	Open	395.36	0.00		
PENNS020	PA ONE CALL SYSTEM, INC.	21000649	09/16/21	PA One Calls	Open	109.82	0.00		
PAPCO005	PAPCO	21000631	09/14/21	Diesel	Open	1,080.23	0.00		
		21000633	09/14/21	Diesel	Open	727.94	0.00		
		21000662	09/20/21		Open	2,120.34	0.00		
		21000671	09/20/21	Fuel	Open	1,795.22	0.00		
						5,723.73			
PECOE020	PECO ENERGY-PAYMENT PROCESSING	21000636	09/15/21	Electric Expense	Open	53.53	0.00		
		21000637	09/15/21	Electric Expense	Open	217.62	0.00		
		21000638	09/15/21	Electric Expense	Open	177.91	0.00		
		21000653	09/16/21	Electric Expense	Open	308.90	0.00		
		21000654	09/16/21	Electric Expense	Open	173.46	0.00		
						931.42			
READY005	READY REFRESH BY NESTLE	21000639	09/15/21	Bottled water	Open	376.85	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SIRCH010 SIRCHIE ACQUISITION CO,LLC									
		21000668	09/20/21	Evidence Bags	Open	182.95	0.00		
SOSME005 SOSMETAL PRODUCTS INC.									
		21000628	09/10/21	Shop Supplies	Open	93.60	0.00		
STAND020 STANDARD DIGITAL IMAGING									
		21000650	09/16/21	Toner Cartridge	Open	46.50	0.00		
		21000667	09/20/21	Toner Cartridge	Open	<u>15.00</u>	0.00		
						61.50			
STAND015 STANDARD DIGITAL LEASING									
		21000669	09/20/21	Police Copier	Open	299.92	0.00		
		21000670	09/20/21	Admin Copier	Open	<u>328.43</u>	0.00		
						628.35			
UNITE010 UNITED INSPECTION AGENCY INC.									
		21000651	09/16/21	Inspections	Open	535.00	0.00		
VERIZ010 VERIZON									
		21000640	09/15/21	Equipment/Services	Open	110.99	0.00		
		21000641	09/15/21	Fios Internet	Open	<u>160.58</u>	0.00		
						271.57			
VERIZ050 VERIZON WIRELESS									
		21000642	09/15/21	Mobile Phones/Police	Open	25.04	0.00		
WEHRU010 WEHRUNG'S									
		21000626	09/10/21	Padlock	Open	14.99	0.00		
WITME010 WITMER PUBLIC SAFETY GROUP, INC									
		21000652	09/16/21	Uniform Supplies	Open	118.95	0.00		
Total Purchase Orders: 51 Total P.O. Line Items: 0 Total List Amount: 147,732.52 Total Void Amount: 0.00									



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board approve all items on the consent agenda, dated September 27, 2021, per the attachment.

Presented By: _____

Seconded By: _____

Consent Agenda Items for the Next Meeting (09/27/2021)

- a. Metro Storage New Britain LLC has executed an Escrow Agreement for the remaining items on the maintenance punchlist for 4671 County Line Road, TMP #26-001-005, with a corresponding maintenance escrow of \$15,000.00.
- b. Byers Choice c/o Christopher DelPlato has executed a Professional Services Agreement for 4355 County Line Road, TMP #26-005-005, with corresponding legal and engineering escrow of \$5,000.00.
- c. George and Gertrude Freas have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of single-family home for 1309 Upper Stump Road, TMP #26-004-006, with a Stormwater BMP maintenance fee of \$450.00.
- d. Edward and Susan Moser have executed a Stormwater Facilities Operation and Maintenance Agreement for construction of single-family home for Railroad Avenue & Schoolhouse Road, TMP #26-001-105-004, with a Stormwater BMP maintenance fee of \$850.00.

NEW BRITAIN TOWNSHIP ESCROW AGREEMENT
(MetroStorage)

THIS AGREEMENT is made and entered into this 18th day of August, A.D., 2021, by and between **METRO STORAGE NEW BRITAIN LLC**, a Delaware Limited Liability Company having offices at 13528 West Boulton Boulevard, Lake Forest, Illinois 60045 (hereinafter referred to as "**Developer**"), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "**Township**").

WITNESSETH

WHEREAS, Developer is the owner of a parcel of land located at 4671 County Line Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-001-005 (hereinafter referred to as the "**Property**"); and

WHEREAS, on August 21, 2017, the Board of Supervisors of the Township adopted Resolution 2017-16 granting Developer preliminary/final land development plan approval for the construction of an indoor storage building and appurtenant improvements on the Property (herein after referred to as the "**Project**") pursuant to plans entitled the Preliminary/Final Land Development Plan for Metro Storage New Britain LLC., prepared by Bohler Engineering., consisting of twenty-two (22) sheets, dated March 3, 2017, last revised August 14, 2017; 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, pursuant to this plan approval, Township and Developer entered into a Development Agreement, dated January 3, 2018 (hereinafter referred to as the "**Development Agreement**") to ensure the construction of all the public improvements (hereinafter referred to as the "**Improvements**") required as a part of the Project; said Development Agreement being made a part hereof and incorporated herein by reference although not physically attached hereto; and

WHEREAS, Developer constructed the Project and Improvements on the Property, and subsequently, at the request of Developer, Township accepted dedication of the Improvements, moved the Project into the Maintenance Period, and accepted a maintenance bond as Retainage for the Maintenance Period (Maintenance Period and Retainage are defined in the Development Agreement); and

WHEREAS, the Maintenance Period expires on August 24, 2021; and

WHEREAS, the Township Engineer undertook an inspection of the Property and Project in anticipation of the completion of the Maintenance Period and found certain Improvements need to be repaired and/or replaced as more particularly set forth in correspondence of Gilmore & Associates, Inc., dated August 10, 2021 (hereinafter referred to as the "**Punchlist**"), a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, Developer would like to post a cash escrow to guarantee the work required under the Punchlist rather than having the Township use the Retainage, which posting is acceptable to Township.

NOW, THEREFORE, the parties agree, as follows:

1. Developer shall deposit in escrow with New Britain Township the sum of Fifteen Thousand Dollars (\$15,000.00) (hereinafter referred to as the "**Escrow**") to guarantee that the work described on the Punchlist (hereinafter referred to as the "**Work**") is undertaken and completed in a timely fashion and in accordance with this Escrow Agreement, the Development Agreement, and the Plan. Developer shall, at its own expense, construct, install, and complete all of the Work, regardless of what the costs will be, within four (4) months of the execution of this Escrow Agreement.

2. As the above-described Work is completed and approved by Township, Township will release either all or a portion of the funds in the Escrow to Developer upon written request by Developer and approval by Township.

3. If Developer fails to complete the improvements in accordance with Paragraph 1 above, the Township shall have the right to use the Escrow to complete the Work in its sole discretion without the approval of Developer. Developer grants Township a blank easement over the Property so that Township can complete the Work as set forth in this Escrow Agreement.

4. Upon completion of the Work in accordance with the Plan and the terms of this Escrow Agreement, and approval by Township of same, any funds remaining in the Escrow shall be returned to Developer upon written request by Developer.

5. All of the requirements, obligations, and/or benefits applicable to and/or conferred upon Developer and/or Township during the Maintenance Period as set forth in the Development Agreement shall be extended by and applicable under this Escrow Agreement.

6. Developer agrees and covenants that in case of either voluntary or involuntary bankruptcy of Developer, the Escrow established herein is not considered to be a part of the estate of Developer, but a separate account in the name of the Township subject to the terms and conditions contained within this Escrow Agreement.

7. In no event shall anything contained herein be construed to impose any responsibility or liability upon Township for the completion of the Work.

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

9. The parties agree that this Escrow Agreement contains all of the agreements between the parties concerning the subject matter of this Escrow Agreement, and that there are no other agreements or representations made by either of them except for the Development Agreement and a Professional Services Contract which has been incorporated herein by reference.

This Escrow Agreement, the Development Agreement, and Professional Services Contract set forth the entire understanding between the parties concerning the Project and any representations, oral or written, not contained therein, are without effect.

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

11. This Escrow Agreement shall extend to and bind the heirs, grantees, and successors and assigns of the respective parties hereto, as well as the parties hereunder, and shall constitute covenants running with the land.

12. If any ambiguity or ambiguities in this Escrow Agreement should be claimed by either Developer or Township, or if any court should determine that any ambiguity exists in this Escrow Agreement or in any other Agreement between Township and Developer relative to the Project, any such ambiguity shall be resolved in favor of Developer completing the Work at its sole expense.

13. This Escrow 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 Escrow Agreement.

14. If any provision of this Escrow 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 Escrow Agreement shall be in full force and effect.

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NEW BRITAIN TOWNSHIP ESCROW AGREEMENT
Metro Storage
(Signatures)

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

DEVELOPER

METRO STORAGE NEW BRITAIN LLC, a
Delaware Limited Liability Company

Attest: 
VP of DEVELOPMENT

By: 
Name: Martin J. Gallagher
Title: President

TOWNSHIP:

NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 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

NEW BRITAIN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2021, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and **Byers Choice c/o Christopher DelPlato, 2005 South Easton Road, Suite 307, Doylestown, PA 18901** (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-005-005, located at 4355 County Line Road and

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township’s consulting engineer or his designee(s) (hereinafter referred to as “**Engineer**”) to review the engineering or site plans and to make such recommendations and specifications as may be

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

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

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

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

4. The Developer hereby agrees to deposit with the Township the sum of **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 and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original

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

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

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

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

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

6. The Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the

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

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

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

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

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

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

FOR NEW BRITAIN TOWNSHIP:

ATTEST:

H. Christopher DeIPlato
(Applicant - Print Name)
as agent for owner

(Applicant - Print Name)

Matt West, Township Manager

By: *H. Christopher DeIPlato*
(Applicant - Signature(s))

By: _____
(Applicant - Signature(s))

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

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

TMP # 26-004-006

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by ***GEORGE FREAS and GERTRUDE FREAS***, husband and wife, located at 203 No. Buckingham Road, North Wales, PA 19454 (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 10.09 acres, located at 1309 Upper Stump Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-004-006 (hereinafter referred to as the "***Property***"); and

WHEREAS, Landowners have submitted applications to the Township for the construction of a single-family dwelling along with appurtenant improvements (hereinafter referred to as the "***Project***") pursuant to plans prepared by ProTract Engineering, Inc., dated November 2, 2020, last revised May 11, 2021, 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, BMP's, stormwater piping systems, headwalls, inlet, and outlet structures, plantings, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowners, for themselves, their heirs, grantees, successors, and assigns, agree to the following:

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

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

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

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

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

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

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

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

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

14. Landowners shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowners shall pay a Stormwater BMP Maintenance Guarantee of Four Hundred Fifty Dollars (\$450.00) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "**Guarantee**"). Furthermore, Landowners shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowners' failure to perform such work. Landowners shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowners fail to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair,

and replacement of the Facilities or fail to pay the aforementioned Township-incurred costs and expenses within thirty (30) days of receiving the invoice, the Township may use any of the funds raised by this Guarantee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowners.

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

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

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

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

18. Landowners shall hold Township harmless and indemnify Township, its officers, employees, or agents, from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from or as a result of death, accident, injury, loss, or damage to any person or any property in or about the subject Stormwater Management Facilities arising out of the performance by Landowners, their heirs, grantees, successors and assigns, in constructing, inspecting, operating, repairing, replacing, and/or maintaining such Facilities. Landowners further agree that they, their heirs, grantees, successors, and assigns will reimburse the Township for any expenses which the Township, its officers, employees, or agents, have incurred, including legal fees, engineering fees, expert witness fees, and judgments, as a result of claims filed or brought against the Township, its officers, employees, or agents, related to the construction, inspection, operation, repair, replacement, and/or maintenance of the Stormwater Management Facilities.

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

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

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

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

In addition, upon failure of Landowners to fulfill any of their obligations under this Agreement, after notice to do so is provided as required above, the Township may enter upon the

Property and take such necessary and prudent work needed, in its sole and absolute discretion, to bring Landowners into compliance with this Agreement. All such work shall be conducted at Landowners' expense, and Landowners hereby agree to assume and pay all costs incurred by the Township in completing this work, including a ten percent (10%) surcharge for the Township's administrative expenses, all professional fees and costs, and any costs associated with the filing of a municipal lien or lawsuit.

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

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

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

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

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

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

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

27. If any ambiguity or ambiguities in this Agreement should be claimed by either Landowners or the Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of ensuring the

proper inspection, maintenance, and operation of the Stormwater Management Facilities on the Property at the expense of Landowners.

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

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


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**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
1309 Upper Stump
(Signatures)**

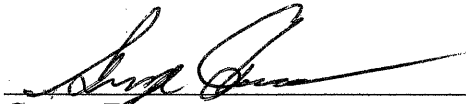
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

LANDOWNERS:


FREAS




Witness

By: 

George Freas



Witness

By: 

Gertrude Freas

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:

Matthew West, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
1309 Upper Stump
(Acknowledgments)**

BY LANDOWNERS

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

ON THIS 9th day of September, A.D., 2021, before me, a Notary Public, personally appeared **GEORGE FREAS and GERTRUDE FREAS**, 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.

Commonwealth of Pennsylvania - Notary Seal
Stephanie Hess, Notary Public
Bucks County
My commission expires January 20, 2024
Commission number 1362491
Member, Pennsylvania Association of Notaries

Stephanie Hess (SEAL)
Notary Public

BY TOWNSHIP

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

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

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

Notary Public (SEAL)

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

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

TMP # 26-001-105-004

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by ***EDWARD F. MOSER and SUSAN C. MOSER***, who reside at 101 Stewart Lane, Chalfont, PA 18914 (hereinafter referred to as "***Landowners***"), and ***NEW BRITAIN TOWNSHIP***, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the "***Township***").

WITNESSETH

WHEREAS, Landowners are the owners of a tract of land consisting of approximately 13.22 acres, located at the intersection of Railroad Avenue and Schoolhouse Road in New Britain Township, Bucks County, PA, also known as Bucks County Tax Parcel No. 26-001-105-004 (hereinafter referred to as the "***Property***"); and

WHEREAS, Landowners have submitted applications to the Township for the construction of a single family detached dwelling with associated improvements (hereinafter referred to as the "***Project***") pursuant to plans entitled "Moser Property Permit Plan", as prepared by Holmes Cunningham Engineering, LLC, dated March 24, 2021, last revised July 1, 2021, consisting of five (5) 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 Eight Hundred Fifty Dollars (\$850.00) to provide a financial guarantee 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
44 Railroad
(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:

Louaine Ferris
Witness

Louaine Ferris
Witness

MOSER

By: Edward F. Moser
Edward F. Moser

By: Susan C. Moser
Susan C. Moser

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 West, Secretary

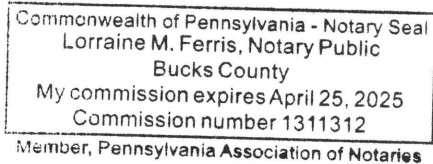
**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
44 Railroad
(Acknowledgments)**

BY LANDOWNERS

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

ON THIS 3rd day of September, A.D., 2021, before me, a Notary Public, personally appeared **EDWARD F. MOSER and SUSAN C. MOSER**, 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.



Lorraine M Ferris (SEAL)
Notary Public

BY TOWNSHIP

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

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

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

Notary Public (SEAL)



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board award the 2021-2022 Salt Bid to the lowest qualified bidder Morton Salt, Inc. at \$57.88 per ton.

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager; NBT Board of Supervisors
FROM: Ryan Cressman, Superintendent of Public Works
DATE: August 30, 2021
RE: 2021-2022 Bucks County Consortium Salt Bid Results

Bids were opened for the 2021-22 Consortium Salt on August 25, 2021, by Doylestown Borough, the hosting municipality.

There was a total of 3 bids received:

Morton Salt, Inc **Delivered price \$ 57.88 per ton.**

Eastern Salt Co. Delivered price \$ 75.00 per ton.

American Rock Salt Co. Delivered price \$ 77.80 per ton.

My Recommendation would be to award contract to the lowest bidder, Morton Salt, Inc. at \$57.88 per ton delivered. Price last year was \$ 47.75 per ton delivered, this an increase of \$10.13 per ton. Morton has been the low bidder with good delivery times over the past several years.



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board adopt Resolution 2021-20: Police Department Hiring Policy, per the attachment.

Presented By: _____

Seconded By: _____

**New Britain Township
Bucks County, Pennsylvania
Resolution No. 2021-20**

**THE NEW BRITAIN TOWNSHIP POLICE DEPARTMENT
RECRUITMENT, SELECTION, AND HIRING POLICY**

WHEREAS, the New Britain Township Police Department (the “Department”) has proposed for adoption Policy 1000, Recruitment, Selection, and Hiring, which policy provides a framework for employee recruiting efforts made by the Department; and

WHEREAS, the Board of Supervisors has determined that Policy 1000 is appropriate for adoption.

NOW, THEREFORE BE IT RESOLVED THAT Policy 1000, Recruitment, Selection, and Hiring, is hereby adopted as attached hereto as Exhibit A and supplements the rules governing employment practices for the New Britain Township Police Department and that are promulgated and maintained by New Britain Township and shall be the official Policy of the Township of New Britain until and unless the Board of Supervisors approves contrary official action.

RESOLVED THIS 27th DAY OF SEPTEMBER, 2021.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen Haun, Vice Chair

William B. Jones, Member

Cynthia M. Jones, Member

MaryBeth McCabe, Esq., Member

Attest:

Matthew West
Manager

EXHIBIT A

Policy 1000

Recruitment, Selection, and Hiring

1000.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection and hiring process. This policy supplements the rules that govern employment practices for the New Britain Township Police Department and that are promulgated and maintained by the Township.

1000.2 PROCEDURES

In accordance with applicable federal, state, and local law, the New Britain Township Police Department provides equal opportunities for applicants and employees regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The Department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

The Department shall actively strive to identify a diverse group of candidates that have in some manner distinguished themselves as being outstanding prospects. Minimally, the Department should employ a comprehensive screening, background investigation, and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record);
- (b) Driving record;
- (c) The submission and review of three references not related to the applicant (37 Pa.Code §203.11);
- (d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents; (This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes.)
- (e) Information obtained from public internet sites;

Recruitment and Selection

- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC §1681 *et seq.*);
- (g) Local, state, and federal criminal history record checks;
- (h) Polygraph or voice stress analyzer (VSA) examination (when legally permissible);
- (i) Medical and psychological examination (may only be given after a conditional offer of employment); and
- (j) Review board or selection committee assessment.

1000.3 RECRUITMENT

The Department should employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.
- (c) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive department website and the use of department-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities, and the military.
- (e) Employee referral and recruitment incentive programs.
- (f) Consideration of shared or collaborative regional testing processes.

The Department shall avoid advertising, recruiting, and screening practices that tend to stereotype, focus on homogeneous applicant pools, or screen applicants in a discriminatory manner.

The Department should strive to facilitate and expedite the screening and testing process and should periodically inform each candidate of his/her status in the recruiting process.

1000.4 EMPLOYMENT STANDARDS

All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the Department and the community.

Validated, job-related, and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge, and skills required

Recruitment and Selection

to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Department should maintain validated standards for all positions.

1000.4.1 ELIGIBILITY FOR EXAMINATION

To be eligible for participation in any examination for any position with the Department, every candidate must submit a completed and signed application form before the deadline stated by the Department.

The application form must verify that the application is completed truthfully, and the candidate must acknowledge that he/she is subject to the penalties of 18 PA Cons. Stat. §4904 relating to unsworn falsification to authorities.

Any misstatement and/or omission of material fact shall be grounds for disqualification from further consideration of employment by the Department.

1000.4.2 APPLICATION AVAILABILITY

Application forms shall be available to all interested persons on the Township's website (insert web address) and at the township building for pick up.

At the sole discretion of the Chief of Police, application forms may be mailed upon written or telephone request. However, the Township assumes no responsibility for missed filing deadlines due to a delay in the mail.

1000.4.3 GENERAL QUALIFICATIONS

Candidates shall meet the following minimum standards/requirements as outlined in 37 Pa.Code §203.11 and established by the Township:

- (a) Free of any felony or serious misdemeanor convictions or any criminal activity that would be considered a felony under Pennsylvania law, Federal law, or the law of the state in which the activity occurred;
- (b) Citizen of the United States;
- (c) At least 21 years of age;
- (d) Good moral character as determined by a thorough background investigation;
- (e) Be a high school graduate or possess a GED equivalency;
- (f) Free from any physical, emotional, or mental condition which might adversely affect the exercise of police powers as determined through the testing specified in 37 Pa.Code §203.11;
- (g) Satisfy the minimum physical fitness standards as specified in 37 Pa.Code §203.11;

New Britain Township Police Department

Policy Manual

Recruitment and Selection

- (h) Possess the ability to provide credible testimony in a court of law;
- (i) Be Act 120 certified by the Pennsylvania Municipal Police Officers' Education and Training Commission (MPOETC):
 - i. Any candidate currently in the police academy must successfully complete the academy and pass the MPOETC Act 120 certification test prior to the projected date of appointment with the Department;
 - ii. Any candidate who successfully completed the police academy within the previous two years, but failed to obtain a MPOETC Act 120 certification, shall successfully pass the MPOETC Act 120 certification test prior to the projected date of appointment with the Department;
 - iii. Candidates are responsible for any costs associated with completing the police academy as well as obtaining the MPOETC Act 120 certification; and
 - iv. Candidates who cannot obtain MPOETC Act 120 certification by the projected date of appointment with the Department shall be disqualified.
- (j) Possess a valid motor vehicle operator's license issued by the Commonwealth of Pennsylvania prior to appointment;
- (k) Free of illegal use of controlled substances as determined by approved laboratory testing;
- (l) Once appointed, must be willing and able to receive exposure to oleoresin capsicum (O.C.) spray, as well as temporary exposure to a conductive energy weapon (Taser); and
- (m) Previous law enforcement experience is preferred.

1000.4.4 DISQUALIFICATION OF CANDIDATE

The Department may refuse to examine, or, if examined, may refuse to certify as eligible after examination, any candidate who is found to lack any of the minimum qualifications for examination prescribed in this Policy.

Any candidate who believes he or she was improperly disqualified by the hiring process set forth in this Policy may request reconsideration.

- (a) A request for reconsideration must be made in writing to the Chief of Police within 10 calendar days of notice of disqualification and must specify the basis for the request for reconsideration.
- (b) The final decision for reconsideration will remain with the Chief of Police.

1000.4.5 RECORDING AND FILING APPLICATIONS

Recruitment and Selection

Applications for sworn position(s) in the Department shall be received at the township building only after an open position(s) has been announced and before the deadline for receiving applications which must be set forth in the announcement.

Received application will be recorded with the date, time of receipt, and the person accepting the application.

Each candidate will receive oral, written, or electronic notice of the date, time, place, and details of each portion of the selection process.

Any application containing material errors or omissions may, at the discretion of the Chief of Police or his/her designee, be returned to the candidate for corrections prior to the deadline for filling applications after which no new applications or amended applications will be accepted.

1000.4.6 PUBLIC NOTICE

The Department, at a minimum, shall post on the Township's website information as to the type of position to be filled, the requirements for that position, where applications or amended applications will be accepted.

The New Britain Township Board of Supervisors will direct the Chief of Police to announce the acceptance of applications for sworn position(s) in the Department. The announcement shall include the dates applications will be accepted.

1000.5 SELECTION PROCESS

The Department will utilize the following process to evaluate applicants.

- (a) A committee consisting of police supervisory personnel, selected by the Chief of Police, will review the applications.
- (b) The committee will pick up to twenty qualified candidates to undergo an oral examination and writing assessment with the following requirements:
 - i. The oral examination requires a score of seventy percent (70%) or higher on each question in addition to the overall score to continue in the process.
 - ii. To determine whether a candidate has the necessary writing skills to perform the duties of a police officer, each candidate will be required to prepare a handwritten essay at the conclusion of the oral examination. The essay will be judged based upon grammar, sentence structure, accurate word choice, capitalization, punctuation, spelling, paragraph formation, diction, and clarity. The written essay will be graded on a pass/fail basis.
 - iii. Within (30) days after a candidate's oral examination, the Department shall inform the candidate of his/her oral examination score, as well as, his/her total overall score.

Recruitment and Selection

1000.6 LIST OF ELIGIBLE CANDIDATES

The Department may fill any vacancy in an existing position within the Department which occurs as a result of expansion of the Department, retirement, resignation, disability, or death. Vacancies shall be filled by a selection of candidates who have successfully completed the examination requirements, in accordance with the following:

- (a) Creation of Eligibility List. At the completion of the examination requirements (oral examination and writing assessment), the Department shall rank all candidates who pass the examinations on a list with the candidate receiving the highest score at the top of the list down to the candidate receiving the lowest passing score at the bottom of the list.
 - i. In the case of tied scores, the tie will be broken by giving preference to the candidate who submitted a final, completed application first, as determined by date and time.
- (b) The ranked list of eligible candidates will be presented to the New Britain Township Board of Supervisors for approval.
 - i. The list shall remain in effect for a period of one (1) year, effective on the date it is approved by the board of supervisors
 - ii. The list may be extended for two (2) one (1) year periods at the request of the Chief of Police and board approval
 - iii. At the end of the eligibility period, the Chief of Police shall notify all remaining applicants as to the status of the eligibility list.

1000.6.1 VETERANS' PREFERENCE

The Department will provide veterans' preference as required by Pennsylvania Law. (51 Pa.C.S. §7102; 51 Pa.C.S. §7104).

1000.7 BACKGROUND INVESTIGATION

Selected candidates shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Department (37 Pa. Code § 203.11).

Based upon the eligibility list, the Chief of Police will direct background checks to be conducted on the top five (5) candidates by a member of the Department. Should any of the top five (5) candidates be found to not be viable, additional candidates will have background checks completed until there are at least five (5) viable candidates for consideration or the eligibility list has been exhausted.

The background investigation shall comply with any and all requirements set forth by MPOETC and shall include, but shall not be limited to, interviews with the candidate's family, acquaintances,

Recruitment and Selection

current and former employers, current and former neighbors, references and current and former teachers and school officials.

The candidate may be interviewed directly when the information collected during the background investigation requires clarification or explanation.

1000.7.1 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA (15 USC § 1681d).

1000.7.2 STATE NOTICES

The Department shall provide written notice to any candidate rejected due to his/her criminal history in accordance with Pennsylvania law. (18 Pa.C.S. §9125).

1000.7.3 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private, or protected information, the background investigator shall not require candidates to provide passwords, account information, or access to password-protected social media accounts. The Department shall review all public information associated with the candidate.

The background investigator should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate, and validated.
- (c) The Department fully complies with applicable privacy protections and local, state, and federal law.

Regardless of whether a third party is used, the Chief of Police should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

1000.7.4 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

1000.7.5 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is

Recruitment and Selection

prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

1000.7.6 CANDIDATES HAVING CONTACT WITH CHILDREN

The background investigator will ensure that all candidates who may have contact with children during the course of their employment have met the requirements set forth by the Pennsylvania Department of Human Services and the Commonwealth of Pennsylvania. (23 Pa.C.S. § 6344.2; 23 Pa.C.S. § 6344).

1000.8 DISQUALIFICATION GUIDELINES

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- (a) Age at the time the behavior occurred;
- (b) Passage of time;
- (c) Patterns of past behavior;
- (d) Severity of behavior;
- (e) Probable consequences if past behavior is repeated or made public;
- (f) Likelihood of recurrence;
- (g) Relevance of past behavior to public safety employment;
- (h) Aggravating and mitigating factors; and
- (i) Other relevant considerations.

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

After the background investigation is completed, the Chief of Police shall make a final determination on whether the information collected during the background investigation warrants rejection of the candidate.

Within thirty (30) days of the final determination the candidate will be informed of whether he/she has passed the background investigation.

1000.9 PHYSICAL/PSYCHOLOGICAL/POLYGRAPH EXAMINATIONS

Recruitment and Selection

When determination has been made to fill a Department vacancy, the Township Manager (or his/her designee) and Chief of Police, utilizing the ranked list of candidates, will further assess the top three (3) candidates on the eligibility list for recommendation to the Board of Supervisors.

The identified candidates wishing to proceed in the hiring process shall be given a Conditional Offer of Employment. Should a candidate indicate that he/she no longer wishes to proceed in the selection process, that candidate's name will be removed from the ranked list of eligible candidates.

Candidates accepting a Conditional Offer of Employment shall submit to a physical and psychological examination by Township designated experts. If the candidate(s) successfully pass the examinations, then that candidate(s) name will be submitted to the Board of Supervisors for employment.

The Board of Supervisors will approve the final selection of all candidates and must approve all appointments at a public meeting. No hiring of any officer shall take place until after the hiring is formally approved by the Board of Supervisors at a public meeting.

1000.10 PROBATIONARY PERIODS

Every successful candidate hired as an officer with the Department shall serve a twelve (12) month probationary period.

The Lead Field Training Officer should coordinate with the Chief of Police to identify positions subject to probationary periods and procedures for:

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Documenting successful or unsuccessful completion of probation.



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board authorize the acceptance of applications for a sworn position in the New Britain Police Department, per Resolution #2021-20.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board adopt Resolution 2021-21: Dolly Lane Prelim/Final Approval, per the attachment.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2021-21

(Duly Adopted: 9/27/21)

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO PRIME DEVELOPMENT GROUP, LP FOR THE PRELIMINARY AND FINAL LAND DEVELOPMENT PLANS FOR BENNER PROPERTY SUBDIVISION PREPARED BY HOLMES CUNNINGHAM LLC, DATED MARCH 16, 2021, LAST REVISED JULY 20, 2021, CONSISTING OF 15 SHEETS, WHICH PROPOSES TO CREATE THREE RESIDENTIAL DWELLING UNITS.

WHEREAS, Prime Development Group, LP (“*Applicant*”) has submitted an application for preliminary/final plan approval of a residential land development that proposes to construct three (3) single family detached homes (“*Project*”) on a parcel of land located at the end of Dolly Lane and denoted as Bucks County Tax Map Parcel #06-010-004-001 (“*Property*”); and

WHEREAS, this proposal is reflected on a plan entitled “Preliminary and Final Land Development Plans for Benner Property Subdivision” prepared by Holmes Cunningham LLC, dated March 16, 2021, last revised July 20, 2021, consisting 15 sheets (“*Plan*”); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its June 22, 2021 meeting, and having found it to be in substantial compliance with the requirements of the Township Zoning Ordinance, the Township Subdivision and Land Development Ordinance, and other applicable Township regulations recommended that preliminary/final approval be granted.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED, that the Board of Supervisors of New Britain Township hereby grants preliminary/final plan approval to the Project subject to Applicant’s compliance with the following conditions:

1. Applicant shall comply with all recommendations of the Gilmore and Associates Review Letter of August 10, 2021 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
2. Applicant shall comply with all recommendations of the New Britain Township Fire Marshal review letter of June 15, 2021 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)

3. Applicant shall conduct a pre-construction meeting with the Township Engineer and neighboring property owners to identify any trees that may be deemed dead and/or unsafe along the portion of the Property adjacent to the neighboring lots on Cornwall Drive. Any trees identified by the Township Engineer as dead and/or unsafe shall be removed by Applicant prior to or in conjunction with the start of any site construction on the Project.
4. Applicant shall show a conservation easement over the woodlands to be protected on the Property and shall execute a Declaration of Covenants, Easements, Conditions and Restrictions for this easement, as prepared by the Township Solicitor. (Township Code §27-2401.c.)
5. Applicant contribute to the Township a \$7,500.00 (\$2,500.00/dwelling unit) fee in lieu of the required park and recreation improvements contemporaneously with execution of Development Agreements. (Township Code §22-715)
6. Applicant shall construct all public improvements shown on the Plan, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of curbs and sidewalks, and roadway milling and overlay; or else, install partial improvements as approved by the Township; and/or contribute a fee-in-lieu of these improvements. When contributing a fee-in-lieu of, Applicant shall be required to submit payment of 50% of the estimated cost of the required public improvements that have been waived as set forth below. This fee will be determined once the Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-700; §22-701.8, §22-903, §22-904; Township Resolution 2007-12).
7. Applicant shall provide written verification of approval from the Chalfont-New Britain Township Joint Sewer Authority (“*CNBTJSA*”) as to sanitary sewer service to the Property. Applicant shall also provide the Township with a copy of any service agreements. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
8. Applicant shall provide written verification of approval from the Aqua Pennsylvania, Inc. as to the provision of public water service to the Property, including fire protection. Applicant shall also provide the Township with a copy of any service agreements. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
9. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania Department of Environmental Protection (“DEP”) NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, Bucks County Conservation District E & S Permit, and Pennsylvania Department of Transportation Highway Occupancy Permit. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)

10. Applicant shall execute the required Stormwater Operation and Maintenance Agreement in a form approved by the Township Solicitor and shall pay the required stormwater fee, if any, contemporaneously with execution of Development Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-03)
11. Applicant shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMPs proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. This fee will be determined by the Township Engineer once Applicant's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-03)
12. Prior to recording of Final Plans, Applicant shall submit all Homeowners' Association documents, if any, in a form approved by the Township Solicitor. (Township Code §22-406.1, §27-2703)
13. Applicant shall construct all roadway improvements shown on the Plan, including, but not limited to, roadway widening, installation of curbs and sidewalks, and milling and overlay, or else install partial improvements as approved by the Township and/or contribute a fee-in-lieu improvements. (Township Code §22-701.8, §22-903, §22-904; Township Resolution No. 2007-12)
14. Applicant shall submit to the Township Engineer for review all necessary legal descriptions and construction cost estimates of the site improvements. (Township Code §22-406.1, §22-903, §22-904)
15. Applicant shall execute Development and Financial Security Agreements and all other development documents (including all necessary guarantees, agreements, easements, deeds, and declarations), all in a form and manner to be approved by the Township Solicitor; Applicant shall post sufficient financial security in a form acceptable to the Township; Applicant shall provide proof of sufficient insurance coverage to the Township. (Township Code §22-406.1)
16. Applicant shall execute all deeds of dedication, legal descriptions of rights-of-way, access easement descriptions, lot descriptions, notes, etc., all in a form and manner to be approved by the Township Solicitor. Descriptions for those areas of land specified on the Plans for dedication to the Township shall be submitted to the Township Engineer in a form suitable to the Engineer. These deeds shall be accompanied by title insurance to the benefit of the Township indicating that title to these areas is free and clear of all liens, encumbrances and restrictions that could adversely affect the use of these dedicated for roadways and other proper purposes. (Township Code §22-406.1)

17. Applicant shall pay all appropriate fees applicable to this Project including all outstanding bills from the Township's professional consultants. (Township Code §22-406.1)
18. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
19. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
20. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)

BE IT FURTHER RESOLVED, in response to Applicant's written request, the Board of Supervisors hereby grants waivers to the following sections of Chapter 22 of the Township Code (Subdivision and Land Development). The grant of these waivers is conditioned upon the Applicant meeting the following requirements, where noted:

- a. Sections 403 & 404 – Allowing applicant to seek combined preliminary and final plan approval for this Project, conditioned upon Applicant obtaining all approvals necessary to connect to Aqua PA for the Project's public water supply and satisfying all of the Township Engineer's review comments on this connection.
- b. Section 502. G & H – From providing landscaping and lighting plans as part of the Plan.
- c. Section 704.4 – Allowing the proposed shared driveway to cross an existing 20 foot wide sanitary sewer easement owned by CNBTJSA, conditioned upon written approval from the CNBTJSA for this crossing.
- d. Section 704.4 – Allowing the proposed shared driveway to cross an existing 10 drainage easement.
- e. Section 705.3.A – From providing a cartway width of 28 feet for the proposed shared driveway, conditioned upon the execution and recordation of homeowners' association documents or a shared driveway agreement setting forth the shared responsibilities of the future homeowners to maintain the proposed shared driveway, such document being prepared to the Township Solicitor's satisfaction, and Applicant providing a fee-in-lieu of pursuant to Township Resolution 2007-12.
- f. Section 705.8 - From extending Dolly Land; providing the necessary right-of-way along such extension of Dolly Lane; and constructing a cul-de-sac at the end of Dolly Lane, conditioned upon the execution and recordation of homeowners' association documents or a shared driveway agreement setting forth the shared responsibilities of the future homeowners to maintain the proposed shared driveway, such document being prepared to the Township Solicitor's satisfaction, and Applicant providing a fee-in-lieu of pursuant to Township Resolution 2007-12.

- g. Section 706 – From installing curb and sidewalk along the shared driveway, conditioned upon the execution and recordation of homeowners’ association documents or a shared driveway agreement setting forth the shared responsibilities of the future homeowners to maintain the proposed shared driveway, such document being prepared to the Township Solicitor’s satisfaction, and Applicant providing a fee-in-lieu of pursuant to Township Resolution 2007-12.
- h. Section 710.4 - From providing a secondary emergency access to the Project.
- i. Section 713.4 - A partial waiver from providing new street trees every 30 feet along the shared driveway, conditioned upon all required plantings being shown on the Plan and escrowed, with the number of required plantings being reduced by the Township Engineer at the time of issuance of the Final Occupancy Permit for each individual lot; such reduction being based upon existing vegetation meeting the intent of this provision.
- j. Section 713.5.B(3) - A partial waiver from providing trees and shrubs along the basin perimeter, conditioned upon all required plantings being shown on the Plan and escrowed, with the number of required plantings being reduced by the Township Engineer at the time of issuance of the first Final Occupancy Permit for any of the individual lots; such reduction being based upon existing vegetation meeting the intent of this provision.

BE IT FINALLY RESOLVED, that the conditions of approval have been made known to Applicant, and this preliminary plan approval is to be deemed expressly contingent upon Applicant’s affirmative written acceptance of the said conditions on a form prescribed by the Township within 30 days of the approval of this Resolution. If an unconditional acceptance of the conditions is not received in writing by that date, the application for preliminary plan approval shall be deemed denied based upon Applicant’s failure to agree to and/or fulfill the said conditions.

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NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2021-21

DULY ADOPTED this 27th day of September, 2021, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

Gregory T. Hood, Chairman

Helen B. Haun, Vice Chair

Cynthia M. Jones, Member

William B. Jones, III, Member

MaryBeth McCabe, Esq., Member

Attest: _____
Matthew West,
Township Manager



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board adopt Resolution 2021-22: 9 Sellersville Road Prelim/Final Approval, per the attachment.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2021-22

(Duly Adopted: 9/27/21)

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO ALBERTO AND ROSE MARIE TECCE FOR THE PRELIMINARY/FINAL MINOR SUBDIVISION PLANS FOR ALBERTO TECCE, PREPARED BY SHOWALTER & ASSOCIATES, INC., DATED APRIL 21, 2021, CONSISTING OF FIVE (5) SHEETS, WHICH PROPOSE TO CREATE TWO SINGLE-FAMILY RESIDENTIAL LOTS.

WHEREAS, Alberto and Rose Marie Tecce (“*Applicant*”) have submitted an application for preliminary/final plan approval of a residential land development that proposes to construct two (2) single-family homes upon two (2) separate lots (“*Project*”) on a 1.63 acre parcel of land located at 9 Sellersville Road and denoted as Tax Map Parcel #26-001-133 (“*Property*”); and

WHEREAS, this proposal is reflected on a plan entitled “Preliminary/Final Minor Subdivision Plans for Alberto Tecce”, prepared by Showalter & Associates, Inc., dated April 21, 2021, consisting of five (5) sheets (“*Plan*”); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its June 22, 2021 meeting, and having found it to be in substantial compliance with the requirements of the Township Zoning Ordinance, the Township Subdivision and Land Development Ordinance, and other applicable Township regulations, recommended that preliminary/final approval be granted.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED, that the Board of Supervisors of New Britain Township hereby grants preliminary/final plan approval to the Project subject to Applicant’s compliance with the following conditions:

1. Applicant shall comply with all requirements and recommendations of the Gilmore and Associates Review Letter of June 7, 2021 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
2. Applicant shall comply with all requirements and recommendations of the Bucks County Planning Commission Review Letter of June 1, 2021 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)

3. Applicant shall comply with all requirements and recommendations of the New Britain Township Fire Marshal review letter of June 5, 2015 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
4. Applicant shall comply with the terms and conditions set forth in the New Britain Township Zoning Hearing Board Decision dated December 26, 2018. True and correct copies of this Decision are attached hereto and incorporated herein. (Township Code §22-404.4)
5. Applicant shall plant full screen plantings on Lot 2 so as to sufficiently buffer the house on the adjoining Wipplinger tract, with such planting done to the satisfaction of the Township Engineer. (Township Code §22-404.4)
6. Applicant shall provide natural resource protection easements across the Property in accordance with the Township Zoning Ordinance. (Township Code §27-2401.c)
7. At the time of pulling building permits for each lot, Applicant shall provide proof that the house for which the permit is being pulled is intended to be Applicant's residence or the residence of a member of Applicant's immediate family, and therefore, the bifurcation of restrictions set forth in the Zoning Ordinance need not apply. Otherwise, Applicant must comply with these bifurcated restrictions applicable to developers of property. (Township Code §27-2108)
8. Applicant shall construct all public improvements shown on the Plan, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of curbs and sidewalks, and roadway milling and overlay; or else, install partial improvements as approved by the Township; and/or contribute a fee-in-lieu of these improvements. When contributing a fee-in-lieu of, Applicant shall be required to submit payment of 50% of the estimated cost of the required public improvements that have been waived as set forth below. This fee will be determined once the Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-700; §22-701.8, §22-903, §22-904; Township Resolution 2007-12)
9. Applicant shall contribute to the Township a \$2,500.00 (\$2,500/new dwelling unit) fee in lieu of the required park and recreation improvements contemporaneously with execution of Development Agreements. (Township Code §22-715)
10. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee (\$2.50 per linear foot of existing and proposed roads within the development) contemporaneously with execution of Development Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)

11. Applicant shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMPs proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. This fee will be determined by the Township Engineer once Applicant's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
12. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania Department of Environmental Protection ("DEP") NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, Bucks County Conservation District E & S Permit, and Pennsylvania Department of Transportation Highway Occupancy Permit. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
13. Applicant shall submit to the Township Engineer for review all necessary legal descriptions and construction cost estimates of the site improvements. (Township Code §22-406.1, §22-903, §22-904)
14. Applicant shall execute Development and Financial Security Agreements and all other development documents (including all necessary guarantees, agreements, easements, deeds, and declarations), all in a form and manner to be approved by the Township Solicitor; Applicant shall post sufficient financial security in a form acceptable to the Township; Applicant shall provide proof of sufficient insurance coverage to the Township. (Township Code §22-406.1)
15. Applicant shall execute all deeds of dedication, legal descriptions of rights-of-way, access easement descriptions, lot descriptions, notes, etc., all in a form and manner to be approved by the Township Solicitor. Descriptions for those areas of land specified on the Plans for dedication to the Township shall be submitted to the Township Engineer in a form suitable to the Engineer. These deeds shall be accompanied by title insurance to the benefit of the Township indicating that title to these areas is free and clear of all liens, encumbrances and restrictions that could adversely affect the use of these dedicated for roadways and other proper purposes. (Township Code §22-406.1)
16. Applicant shall pay all appropriate fees applicable to this Project including all outstanding bills from the Township's professional consultants. (Township Code §22-406.1)
17. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)

18. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
19. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)

BE IT FURTHER RESOLVED, in response to Applicant's written request, the Board of Supervisors hereby grants waivers to the following sections of Chapter 22 of the Township Code (Subdivision and Land Development). The grant of these waivers is conditioned upon the Applicant meeting the following requirements, where noted:

- a. Sections 703.4.A(4) & 703.4.C – Allowing for a lot depth that is approximately 3.5 times its width for Lot 2.
- b. Sections 704.2.A – Allowing a 15 foot wide utility easement for a sanitary sewer lateral through Lot 1, conditioned upon the Chalfont New Britain Township Joint Sewer Authority approving the size and location of this easement.
- c. Section 704.4 – Allowing the driveway for Lot 1 within the 15 foot utility easement.
- d. Sections 705.3.A, .C, & .G – From all required road improvements to Sellersville Road; conditioned upon Applicant providing a fee-in-lieu of pursuant to Township Resolution 2007-12.
- e. Section 706.1 & .2 – From installing curbing and sidewalks along Sellersville Road; conditioned upon Applicant providing a fee-in-lieu of pursuant to Township Resolution 2007-12.
- f. Section 712.5(E) – Allowing a six (6) inch diameter storm pipe for roof drains.
- g. Section 713.4 – Allowing street trees to be planted elsewhere on site to avoid conflicts with utilities.

BE IT FINALLY RESOLVED, that the conditions of approval have been made known to Applicant, and this preliminary/final plan approval is to be deemed expressly contingent upon Applicant's affirmative written acceptance of the said conditions on a form prescribed by the Township within 30 days of the approval of this Resolution. If an unconditional acceptance of the conditions is not received in writing by that date, the application for preliminary/final plan approval shall be deemed denied based upon Applicant's failure to agree to and/or fulfill the said conditions.

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NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2021-22

DULY ADOPTED this 27th day of September, 2021, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

Gregory T. Hood, Chairman

Helen B. Haun, Vice Chair

Cynthia M. Jones, Member

William B. Jones, III, Member

MaryBeth McCabe, Esq., Member

Attest: _____
Matthew West,
Township Manager



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board adopt Resolution 2021-23: Township Line Road & Walters Road Prelim/Final Approval, per the attachment.

Presented By: _____

Seconded By: _____

RESOLUTION NO. 2021-23

(Duly Adopted: 9/27/21)

NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO MICHAEL LOHIN FOR THE SUBDIVISION AND LAND DEVELOPMENT PLANS FOR MIKE LOHIN, PREPARED BY SHOWALTER & ASSOCIATES, INC., DATED FEBRUARY 28, 2020, LAST REVISED JULY 12, 2021, CONSISTING OF 20 SHEETS, WHICH PROPOSE TO CREATE SEVEN SINGLE-FAMILY RESIDENTIAL LOTS.

WHEREAS, Michael Lohin (*“Applicant”*) has submitted an application for preliminary/final plan approval of a residential land development that proposes to construct seven (7) single-family homes upon seven (7) separate lots (*“Project”*) on a 20.25-acre parcel of land located along Township Line and Walters Roads and denoted as Tax Map Parcel #26-001-043 (*“Property”*); and

WHEREAS, this proposal is reflected on a plan entitled “The Subdivision and Land Development Plans for Mike Lohin”, prepared by Showalter & Associates, Inc., dated February 28, 2020, last revised July 12, 2021, consisting of 20 sheets (*“Plan”*); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its August 24, 2021 meeting, and having found it to be in substantial compliance with the requirements of the Township Zoning Ordinance, the Township Subdivision and Land Development Ordinance, and other applicable Township regulations, recommended that preliminary/final approval be granted.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED, that the Board of Supervisors of New Britain Township hereby grants preliminary/final plan approval to the Project subject to Applicant’s compliance with the following conditions:

1. Applicant shall comply with all recommendations of the Gilmore and Associates Review Letter of August 11, 2021 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
2. Applicant shall comply with all recommendations of the Bucks County Planning Commission Review Letter of April 20, 2020 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)

3. Applicant shall comply with all recommendations of the New Britain Township Fire Marshal review letter of August 23, 2021 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
4. Applicant shall provide natural resource protection easements across the Property in accordance with the Township Zoning Ordinance. (Township Code §27-502.3, §27-505 & §27-2401.c)
5. Applicant shall replant the riparian corridor where there is little or no existing vegetation. Thus, based on approximately 80 feet of exposed waterway on Lot 1, four (4) trees, twelve (12) shrubs, and appropriate groundcover shall be provided within 25 feet of the streambank, and the species of such plantings shall be in accordance with the Township Zoning Ordinance. (Township Code §27-2400.i.4).
6. Applicant shall revise the Plan to remove any showing or indication of proposed or future connection of parcels not a part of the Project or the Property to public sewer. (Township Code §22-400, §22-401, §22-502.11, §22-503, §22-720.2)
7. Applicant shall construct all public improvements shown on the Plan, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of curbs and sidewalks, and roadway milling and overlay; or else, install partial improvements as approved by the Township; and/or contribute a fee-in-lieu of these improvements. When contributing a fee-in-lieu of, Applicant shall be required to submit payment of 50% of the estimated cost of the required public improvements that have been waived as set forth below. This fee will be determined once the Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-700, §22-701.8, §22-903, §22-904; Township Resolution 2007-12).
8. Applicant shall contribute to the Township a \$17,500.00 (\$2,500.00/dwelling unit) fee in lieu of the required park and recreation improvements contemporaneously with execution of Development Agreements. (Township Code §22-715)
9. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor. Applicant shall pay the required stormwater fee of \$4,335.00 (\$2.50 per linear foot of existing and proposed roads within the development) contemporaneously with execution of Development Agreements. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)
10. Applicant shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMPs proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed

\$10,000.00. This fee will be determined by the Township Engineer once Applicant's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-3)

11. Applicant shall execute a Well Guarantee Agreement in a form and manner approved by the Township Solicitor and post the required \$10,000.00 financial security with the Township. (Township Code §22-719.7, §719.8 & §719.11)
12. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania Department of Environmental Protection ("DEP") NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, Bucks County Conservation District E & S Permit, and Pennsylvania Department of Transportation Highway Occupancy Permit. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
13. Prior to recording of Final Plans, Applicant shall submit all Homeowners' Association documents (if created) in a form approved by the Township Solicitor. (Township Code §22-406.1, §27-2703)
14. Applicant shall submit to the Township Engineer for review all necessary legal descriptions and construction cost estimates of the site improvements. (Township Code §22-406.1, §22-903, §22-904)
15. Applicant shall execute Development and Financial Security Agreements and all other development documents (including all necessary guarantees, agreements, easements, deeds, and declarations), all in a form and manner to be approved by the Township Solicitor; Applicant shall post sufficient financial security in a form acceptable to the Township; Applicant shall provide proof of sufficient insurance coverage to the Township. (Township Code §22-406.1)
16. Applicant shall execute all deeds of dedication, legal descriptions of rights-of-way, access easement descriptions, lot descriptions, notes, etc., all in a form and manner to be approved by the Township Solicitor. Descriptions for those areas of land specified on the Plans for dedication to the Township shall be submitted to the Township Engineer in a form suitable to the Engineer. These deeds shall be accompanied by title insurance to the benefit of the Township indicating that title to these areas is free and clear of all liens, encumbrances and restrictions that could adversely affect the use of these dedicated for roadways and other proper purposes. (Township Code §22-406.1)
17. Applicant shall pay all appropriate fees applicable to this Project including all outstanding bills from the Township's professional consultants. (Township Code §22-406.1)

18. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
19. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
20. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)

BE IT FURTHER RESOLVED, in response to Applicant's written request, the Board of Supervisors hereby grants waivers to the following sections of Chapter 22 of the Township Code (Subdivision and Land Development). The grant of these waivers is conditioned upon the Applicant meeting the following requirements, where noted:

- a. Section 403 – Allowing Applicant to seek combined preliminary and final plan approval for this Project.
- b. Section 502.1.A(1) – Allowing the plans be drawn at a scale of 1"=60' instead of 1"=50'
- c. Section 502.D – Allowing Applicant to depict the existing features within 100 feet of the Property as currently shown on the Plan and the included aerial map.
- d. Sections 703.4.A(4) & 703.4.C – Allowing for a lot depth that is approximately 3.2 times its width for Lots 3 and 4.
- e. Sections 705.3.A & 705.3.C – Allowing a full waiver from road widening along Township Line Road and Walters Road; both waivers conditioned upon Applicant providing milling and overlay for the full width of Township Line Road from the Property's southwestern boundary line to and including the intersection with Walters Road and upon Applicant providing the proposed storm sewer improvements noted within the Gilmore August 11, 2021 Review Letter, and Applicant providing a fee-in-lieu of pursuant to Township Resolution 2007-12.
- f. Section 706 – From installing curbing and sidewalks along all road frontages and a sidewalk along the new road, conditioned upon Applicant providing a fee-in-lieu of pursuant to Township Resolution 2007-12.
- g. Section 710.2 – From installing a fire hydrant, conditioned upon Applicant making a \$500.00 contribution to the Chalfont Fire Company.
- h. Section 710.4 - From providing a secondary emergency access to the Project.
- i. Section 714.3.A(1) – From having to install a street light at the intersection of Township Line and Walters Roads, the intersection of the new Road A and Township Line Road, at the horizontal curve of the new Road A, and at the bulb of the cul-de-sac on new Road A, conditioned upon the Township Public Works and the Chief of Police confirming that no safety issues are created by not installing this required lighting.

- j. Section 716.2.A – Allowing Applicant to use iron pins for interior lot corners (not along the ultimate right-of-way) and along the shared driveway easement, conditioned upon monumentation at the other property corners being installed to the Township Engineer’s satisfaction.

BE IT FINALLY RESOLVED, that the conditions of approval have been made known to Applicant, and this preliminary/final plan approval is to be deemed expressly contingent upon Applicant’s affirmative written acceptance of the said conditions on a form prescribed by the Township within 30 days of the approval of this Resolution. If an unconditional acceptance of the conditions is not received in writing by that date, the application for preliminary/final plan approval shall be deemed denied based upon Applicant’s failure to agree to and/or fulfill the said conditions.

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NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2021-23

DULY ADOPTED this 27th day of September, 2021, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

Gregory T. Hood, Chairman

Helen B. Haun, Vice Chair

Cynthia M. Jones, Member

William B. Jones, III, Member

MaryBeth McCabe, Esq., Member

Attest: Matthew West,
Township Manager



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board approve a waiver of land development for Chalfont-New Britain Township Joint Sewer Authority – Pump House #4, per the attachment.

Presented By: _____

Seconded By: _____

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO ♦
DANIEL J. PACI ♦ †
JONATHAN J. REISS ◊
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
SEAN M. GRESH
KELLY L. EBERLE *
JOEL STEINMAN
MATTHEW E. HOOVER
COLBY S. GRIM
MICHAEL K. MARTIN
MITCHELL H. BAYLARIAN
WILLIAM D. OETINGER
FRANK N. D'AMORE, III

* ALSO ADMITTED IN NEW JERSEY
◊ ALSO ADMITTED IN NEW YORK
† MASTERS IN TAXATION
♦ ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION
SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
126TH ANNIVERSARY 1895-2021

www.grimlaw.com

Peter Nelson
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J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
FAX (215) 257-5374

(215) 536-1200
FAX (215) 538-9588

(215) 348-2199
FAX (215) 348-2520

September 28, 2021

John E. Schmidt
Executive Director
CNBTJSA
1645 Upper State Road
Doylestown, PA 18901-2624

RE: Pumping Station No. 4 Relocation – Waiver of Land Development

Dear Mr. Schmidt:

As you know, our office acts as the Solicitor to New Britain Township. On June 30, 2021, you forwarded a letter to the Township requesting a waiver of land development for the above-listed project. At its September 27, 2021 public meeting, the New Britain Township Board of Supervisors considered and approved this land development waiver request conditioned upon the following:

1. Compliance with and/or fulfillment of all the comments and recommendations of the Gilmore letter dated August 9, 2021 concerning the Township Engineer's review of the Sewage Pump Station No. 4 Site Plans prepared by CKS Engineers, dated July 2021, a copy of such letter is attached hereto and incorporated herein;
2. Revision of the Site Plans to:
 - a. Bring the Plans into compliance with the August 9, 2021 Gilmore letter;
 - b. Show raising the site ____ feet to help limit future flooding events;
 - c. Show the installation of additional buffering around the site to the satisfaction of the Township Engineer;
 - d. Show the installation a chain link fence with opaque, neutral colored slats around the site;

3. Preparation and recordation of land development plans which comply with the revised Site Plans, as approved by the Township Engineer;
4. The provision and construction of a lateral connection to future restrooms in Veterans Park in conjunction with the construction of this project, and the waiver of any and all tapping fees and other costs incurred by the Authority related to the connection of these restrooms to the Authority's sewer system; and
5. Full compliance with all other applicable Township Ordinances and Codes.

Thank you and please contact me with any questions.

Sincerely,

GRIM, BIEHN & THATCHER

By: _____
Peter Nelson

HPN/bf

cc: Matthew West, Township Manager (via email)
Michael Walsh, Asst. Township Manager (via email)
Kelsey Harris, Township Zoning Officer (via email)
Janene Marchand, P.E., Gilmore & Assoc. (via email)
Craig Kennard, P.E., Gilmore & Assoc. (via email)
Joseph Bagley, Esq., Wisler Pearlstine (via email)

VIA CERTIFIED AND FIRST CLASS MAIL



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board executed the settlement stipulation agreement with Butler Pike Properties L.P. for a vacant property on West Butler Avenue, TMP #26-005-023.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board appoint Gilmore and Associates as the Township's Planning and Zoning Officer.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board appoint John Bates as Township Finance Director and Treasurer, as well as, adding him to all municipal bank accounts in place of Susan Federsel, as of September 13, 2021.

Presented By: _____

Seconded By: _____



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board approve Resolution 2021-24: 2022 Police Pension Plan MMO, per the attachment.

Presented By: _____

Seconded By: _____

**NEW BRITAIN TOWNSHIP POLICE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2022 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	14.604%
2. Estimated 2021 Payroll for Active Participants	\$ <u>1,310,547</u>
3. Normal Cost (A1 x A2)	\$ <u><u>191,392</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 191,392
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	36,695
4. Amortization Payment, if any	<u>0</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>228,087</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 228,087
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	65,527
3. Funding Adjustment, if any	<u>31,809</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>130,751</u></u>

NOTES:

1. 2022 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2022 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2022 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2019 Valuation.



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

BOARD MOTION

Date: September 27, 2021

I MOVE THAT: The Board approve Resolution 2021-25: 2022 Non-Uniform Pension Plan MMO, per the attachment.

Presented By: _____

Seconded By: _____

Resolution 2021-25

**NEW BRITAIN TOWNSHIP NON-UNIFORMED EMPLOYEES PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2022 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	8.076%
2. Estimated 2021 Payroll for Active Participants	\$ <u>1,044,780</u>
3. Normal Cost (A1 x A2)	\$ <u><u>84,376</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 84,376
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	18,806
4. Amortization Payment, if any	<u>0</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>103,182</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 103,182
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	52,239
3. Funding Adjustment, if any	<u>40,952</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>9,991</u></u>

NOTES:

1. 2022 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2022 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2022 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2019 Valuation.



Township of New Britain

Office of Code Enforcement

AUGUST 2021

PERMITS ISSUED	84
ZONING	11
BUILDING INSPECTION	75
United electrical	19
OCCUPANCY INSPECTIONS	28
RE-INSPECTION	22
COMMERCIAL FIRE INSPECTIONS	1
FIRE CALLS	12
CHALFONT	10
DOYLESTOWN	0
DUBLIN	1
HILLTOWN	1 No Report

Chalfont Fire Company
Chiefs Report - August 2021

Total # of Incidents - : 24

Types of Calls

1. Fire	3
2. Rescue and Medical assist	2
3. Hazardous Conditions	2
4. Service calls	1
5. Good Intent Call	5
6. Alarm System Calls	9
7. Special Incident	0
8. Severe Weather	2

Total Staff Hours for Calls 222:21:00

Alarms per Municipality

Chalfont Borough	2
Doylestown Borough	1
Doylestown Twp.	2
Colmar/Hatfield Twp	2
Montgomery Twp.	2
New Britain Boro	1
New Britain Twp.	11
Warrington Twp.	2
Plumstead Twp.	1

Training and Maintenance Drills 4

Total training hours 338

Total Available Points 28

TOTAL STAFF HRS FIRES AND TRAINING 559:21:00

Chalfont Chemical Fire Company



Chalfont, PA

This report was generated on 9/1/2021 2:34:59 PM

Incidents per Zone for Date Range

Start Date: 08/01/2021 | End Date: 08/31/2021

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
ZONE: 27 - Chalfont Boro				
2021-12117	600 - Good intent call, other	08/10/2021	28 W Hillcrest AVE	34/74
2021-13210	745 - Alarm system activation, no fire - unintentional	08/28/2021	26 Park AVE	34/74

Total # Incidents for 27: 2

ZONE: 28 - Doylestown Boro				
2021-13339	111 - Building fire	08/30/2021	119 W Oakland AVE	34/74

Total # Incidents for 28: 1

ZONE: 29 - Doylestown Twp.				
2021-12036	600 - Good intent call, other	08/08/2021	41 Mystic View LN	34/74
2021-12478	611 - Dispatched & cancelled en route	08/15/2021	117 Progress DR	34/74

Total # Incidents for 29: 2

ZONE: 47 - New Britian Boro				
2021-13301	745 - Alarm system activation, no fire - unintentional	08/29/2021	115 Aarons AVE	34/74

Total # Incidents for 47: 1

ZONE: 47-MT - Montgomery Twp.				
2021-11955	600 - Good intent call, other	08/06/2021	27 Meadow Glenn RD	34/74
2021-13005	111 - Building fire	08/24/2021	119 Hedgerow PL	34/74

Total # Incidents for 47-MT: 2

ZONE: 48 - New Britian Twp.				
2021-12251	600 - Good intent call, other	08/11/2021	37 Woodside AVE	34/74
2021-12339	412 - Gas leak (natural gas or LPG)	08/13/2021	124 Ferry RD	34/74
2021-12675	745 - Alarm system activation, no fire - unintentional	08/19/2021	4275 County Line RD	34/74
2021-12986	745 - Alarm system activation, no fire - unintentional	08/24/2021	505 W Butler AVE	34/74
2021-13142	745 - Alarm system activation, no fire - unintentional	08/26/2021	1200 Manor DR	34/74
2021-13151	735 - Alarm system sounded due to malfunction	08/26/2021	1200 Manor DR	34/74
2021-13222	445 - Arcing, shorted electrical equipment	08/28/2021	213 Township Line RD	34/74
2021-13245	300 - Rescue, EMS incident, other	08/28/2021	800 Manor DR	34/74
2021-13335	311 - Medical assist, assist EMS crew	08/30/2021	413 W Butler AVE	34/74
2021-13422	745 - Alarm system activation, no fire - unintentional	08/31/2021	200 Brittany Dr	34/74
2021-13435	162 - Outside equipment fire	08/31/2021	33 Far View Rd	34/74

Total # Incidents for 48: 11

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	STATUS
-----------------	---------------	------	----------	--------

ZONE: 55 - Colmar/Hatfield Twp				
2021-13315	745 - Alarm system activation, no fire - unintentional	08/30/2021	106 Bethlehem PIKE	34/74
2021-13333	745 - Alarm system activation, no fire - unintentional	08/30/2021	106 Bethlehem PIKE	34/74

Total # Incidents for 55: 2

ZONE: 57 - Plumstead Twp.				
2021-13153	571 - Cover assignment, standby, moveup	08/26/2021	5064 Stump RD	34/74

Total # Incidents for 57: 1

ZONE: 75 - Warrington Twp.				
2021-12159	814 - Lightning strike (no fire)	08/10/2021	204 Red Maple CT	34/74
2021-12269	814 - Lightning strike (no fire)	08/11/2021	224 Pointer CT	34/74

Total # Incidents for 75: 2

TOTAL # INCIDENTS: 24

Only REVIEWED incidents included. Archived Zones cannot be unarchived.

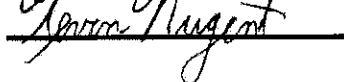


Dublin Volunteer Fire Company

Month: **August 2021**

FIRE CALLS ANSWERED			OTHER PERTINENT INFORMATION	
Apartment				
Assists				
Engine			Time in Service	35 Hrs 17 Min
Field			Total Man Hours	155 Hrs 17 Min
Full Company			Average Call Length	1 Hr 57 Min
Ladder				
Rescue				
Squad				
Tanker			Total Personnel	103
Air Medical Evacuation			Average Personnel per Call	6
Alarm System	8			
Auto Extrication				
Auto Response	4		Borough/Township	
Barn				
Brush			Bedminister Township	8
Building			Dublin Borough	2
Chimney			East Rockhill Township	
CO Alarm	1		Hilltown Township	5
Control Burn			New Britain Township	1
Cover/Up			Plumstead Township	1
Cover/Up Assist			Doylestown Township	
Domestic Rescue			Doylestown Borough	
Dwelling			Tinicum Township	1
Extinguished Dwelling			Buckingham Township	
Fuel Spill			Silverdale Borough	
Fumes in a Dwelling			Quakertown Borough	
Gas Alarm				
Hazardous Material				
Investigation				
Marine Rescue				
Rubbish				
Special Assignment				
Stand by Accident	3			
Vehicle Fire				
Wires	2			
Wire In Dwelling				
Total Number of Calls	18		Total Numbe of Calls	18

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>
2020-11150-B2	08/24/2021	142 NEW GALENA ROAD	Building	Residential	Approved
2021-11437-B2	08/05/2021	1456 FERRY ROAD STE. 300 - 305	Building	Commercial	Approved
2021-11448-B2	08/05/2021	322 MYSTIC VIEW CIRCLE	Building	Residential	Closed
2021-11549-B2	08/10/2021	314 VILLAGE WAY	Building	Residential	Approved
2021-11588-B2	08/05/2021	491 CREEK ROAD	Building	Residential	Approved
2021-11602-B2	08/03/2021	301 DOROTHY LANE	Building	Residential	Approved
2021-11625-B1	08/05/2021	4275 COUNTY LINE ROAD	Building	Commercial	Approved
2021-11626-B1	08/12/2021	1700 HORIZON DRIVE	Building	Commercial	Approved
2021-11645-B2	08/12/2021	317 STONYHILL DRIVE	Building	Residential	Approved
2021-11655-B1	08/04/2021	510 LEXINGTON AVENUE	Building	Residential	Approved
2021-11672-B1	08/09/2021	13 NAOMI LANE	Building	Residential	Approved
2021-11675-B2	08/25/2021	104 HAINES COURT	Building	Residential	Approved
2021-11676-B2	08/25/2021	105 HAINES COURT	Building	Residential	Approved
2021-11688-B1	08/12/2021	214 HOLLY DRIVE	Building	Residential	Approved
2021-11712-B1	08/24/2021	81 BLUE JAY ROAD	Building	Residential	Approved
2021-11713-B1	08/24/2021	213 CORNWALL DRIVE	Building	Residential	Approved
2021-11724-B1	08/30/2021	105 BARRY ROAD	Building	Residential	Approved
2020-11150-E3	08/24/2021	142 NEW GALENA ROAD	Electrical	Residential	Approved
2021-11588-E4	08/05/2021	491 CREEK ROAD	Electrical	Residential	Approved
2021-11602-E5	08/03/2021	301 DOROTHY LANE	Electrical	Residential	Approved
2021-11625-E2	08/05/2021	4275 COUNTY LINE ROAD	Electrical	Commercial	Approved



New Britain Township

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

Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2020-11030-U06	08/13/2021	161 S LIMEKILN PIKE	Use & Occupancy	Residential	Approved
2020-11064-U07	08/09/2021	25 ELAINES LANE	Use & Occupancy	Residential	Closed
2021-11451-U01	08/04/2021	201 E FAIRWOOD DRIVE	Use & Occupancy	Residential	Closed
2021-11483-U05	08/12/2021	301 W BUTLER AVENUE	Use & Occupancy	Commercial	Closed
2021-11559-U01	08/10/2021	88 PALACE COURT	Use & Occupancy	Residential	Approved
2021-11585-U01	08/11/2021	204 DIANA DRIVE	Use & Occupancy	Residential	Closed
2021-11593-U01	08/31/2021	552 NEW GALENA ROAD	Use & Occupancy	Residential	Closed
2021-11618-U01	08/09/2021	603 CHATHAM COURT	Use & Occupancy	Residential	Approved
2021-11633-U01	08/17/2021	42 FAIR ISLE CIRCLE	Use & Occupancy	Residential	Closed
2021-11634-U01	08/11/2021	111 BELLE VIEW WAY	Use & Occupancy	Residential	Approved
2021-11635-U01	08/23/2021	4 FERRY ROAD	Use & Occupancy	Residential	Approved
2021-11659-U01	08/30/2021	147 TOWNSHIP LINE ROAD	Use & Occupancy	Residential	Closed
2021-11660-U01	08/24/2021	217 CORNWALL DRIVE	Use & Occupancy	Residential	Closed
2021-11664-U01	08/25/2021	126 TARTAN TERRACE	Use & Occupancy	Residential	Approved
2021-11666-U01	08/23/2021	215 FOREST PARK DRIVE	Use & Occupancy	Residential	Approved
2021-11667-U01	08/10/2021	8203 GREY FRIARS TERRACE	Use & Occupancy	Residential	Approved
2021-11668-U01	08/11/2021	114 DEVON ROAD	Use & Occupancy	Residential	Closed
2021-11669-U01	08/24/2021	234 CORNWALL CIRCLE	Use & Occupancy	Residential	Closed
2021-11671-U01	08/12/2021	1100 HORIZON DRIVE	Use & Occupancy	Commercial	Closed
2021-11677-U01	08/17/2021	619 N LIMEKILN PIKE	Use & Occupancy	Residential	Closed
2021-11682-U01	08/17/2021	250 KING ROAD	Use & Occupancy	Residential	Approved



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>
2021-11698-U01	08/25/2021	233 E FAIRWOOD DRIVE	Use & Occupancy	Residential	Closed
2021-11699-U01	08/17/2021	1015 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11700-U01	08/17/2021	711 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11701-U01	08/17/2021	419 ANTHEM WAY	Use & Occupancy	Residential	Approved
2021-11702-U01	08/17/2021	607 ANTHEM WAY	Use & Occupancy	Residential	Closed
2021-11704-U01	08/23/2021	87 COWBELL LANE	Use & Occupancy	Residential	Approved
2021-11706-U01	08/31/2021	321 VILLAGE WAY	Use & Occupancy	Residential	Approved
2021-11707-U01	08/25/2021	216 WILLOW WOOD DRIVE	Use & Occupancy	Residential	Approved
2021-11274-Z1	08/06/2021	63 PEACE VALLEY ROAD	Zoning	Residential	Approved
2021-11643-Z1	08/05/2021	114 HEATH COURT	Zoning	Residential	Approved
2021-11645-Z1	08/06/2021	317 STONYHILL DRIVE	Zoning	Residential	Approved
2021-11657-Z1	08/02/2021	1456 FERRY ROAD	Zoning	Commercial	Approved
2021-11658-Z1	08/02/2021	1456 FERRY ROAD	Zoning	Commercial	Approved
2021-11674-Z1	08/06/2021	1100 HORIZON DRIVE	Zoning	Residential	Approved
2021-11675-Z1	08/18/2021	104 HAINES COURT	Zoning	Residential	Approved
2021-11676-Z1	08/18/2021	105 HAINES COURT	Zoning	Residential	Approved
2021-11679-Z1	08/23/2021	565 NEW GALENA ROAD	Zoning	Residential	Approved
2021-11681-Z1	08/23/2021	OLD IRON HILL ROAD	Zoning	Residential	Approved
2021-11720-Z1	08/23/2021	250 KING ROAD	Zoning	Residential	Approved
2020-10984-F10	08/06/2021	525 W BUTLER AVENUE	Fire	Commercial	Approved
2021-11625-F3	08/05/2021	4275 COUNTY LINE ROAD	Fire	Commercial	Approved



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<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2021-11626-F6	08/12/2021	1700 HORIZON DRIVE	Fire	Commercial	Approved
2020-11150-M4	08/24/2021	142 NEW GALENA ROAD	Mechanical	Residential	Approved
2021-11588-M3	08/05/2021	491 CREEK ROAD	Mechanical	Residential	Approved
2021-11602-M4	08/03/2021	301 DOROTHY LANE	Mechanical	Residential	Approved
2021-11626-M3	08/12/2021	1700 HORIZON DRIVE	Mechanical	Commercial	Approved
2021-11656-M1	08/04/2021	80 CREEK ROAD	Mechanical	Residential	Approved
2021-11661-M1	08/04/2021	114 GERTRUDE DRIVE	Mechanical	Residential	Approved
2021-11662-M1	08/04/2021	5 WALDEN WAY	Mechanical	Residential	Approved
2021-11663-M1	08/04/2021	300 VILLAGE WAY	Mechanical	Residential	Approved
2021-11670-M1	08/05/2021	334 GLENNBROOK WAY	Mechanical	Residential	Approved
2021-11672-M4	08/09/2021	13 NAOMI LANE	Mechanical	Residential	Approved
2021-11686-M1	08/11/2021	536 AIRY AVENUE	Mechanical	Residential	Approved
2021-11690-M1	08/11/2021	532 AIRY AVENUE	Mechanical	Residential	Approved
2021-11691-M1	08/11/2021	824 LONGMEADOW COURT	Mechanical	Residential	Approved
2021-11692-M1	08/12/2021	6 OAKMONT WAY	Mechanical	Residential	Approved
2021-11711-M1	08/23/2021	532 AIRY AVENUE	Mechanical	Residential	Approved
2021-11718-M1	08/23/2021	106 SUGAR BUSH COURT	Mechanical	Residential	Approved
2021-11723-M1	08/27/2021	22 EDINBORO CIRCLE	Mechanical	Residential	Approved
2021-11626-5	08/12/2021	1700 HORIZON DRIVE	Accessibility Permit	Commercial	Approved



New Britain Township Police Department

Monthly Report -

August 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. (Completed)

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. (Completed)

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: Draft policy to be reviewed for consideration by the Board of Supervisors.

Objective 3: Appointed PFC Shawn Maguire at detective.

Objective 4: Develop process for administration and Board approval.

Objective 5: Evaluating policy management systems for Board of Supervisors to consider for 2022 budget or implement in 2021.

Objective 6: Submitted to administration for discussion.

Significant Events:

Completed

- ◆ Chief attended opening day for both Butler Elementary and St. Jude schools. Maintaining police presence.
- ◆ Conducted 14 Aggressive Driving/DUI Enforcement details resulting in 115 engagements, 64 citations, and 51 warnings

Upcoming

- ◆ Additional Aggressive Driving Details scheduled throughout September
- ◆ 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.
- ◆ Fall Festival and Car show September 18.
- ◆ Completion of First Aid/CPR and Taser Certification
- ◆ Meet the Chief Community Meetings



New Britain Township Police Department

Monthly Report -

August 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	5	6	-16.66%
Auto Theft	0	0	NA
Arson	0	0	NA
TOTALS	5	7	-28.57%

PART 2 CRIMES	28 DAY		
	2021	2020	% Change
Assaults (non-aggravated)\Harassment	3	2	50%
Fraud	3	3	0%
Vandalism/Criminal Mischief	1	1	0%
Disorderly Conduct	1	0	NA
Drug Violations	2	5	-60%
Driving Under the Influence	1	2	-50%
Public Drunkenness	1	0	NA
Weapons Offenses	0	0	0%
All Other Offenses (Except Traffic)	1	0	NA
TOTALS	13	13	0%

MOTOR VEHICLE ACCIDENTS	28 DAY		
	2021	2020	% Change
Total Accidents	14	21	-33.33%
Injury Accidents	2	4	-50%
Fatal Accidents	0	0	NA
Property Accidents	1	2	-50%



New Britain Township Police Department

Monthly Report -

August 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	3	-100%
Theft	23	30	-23.33%
Auto Theft	2	3	-33.33%
Arson	0	0	NA
TOTALS	28	36	-20%

PART 2 CRIMES	YTD		
	2021	2020	% Change
Assaults (non-aggravated)/Harassment	7	8	-12.5%
Fraud	22	19	15.78%
Vandalism/Criminal Mischief	15	7	114.25%
Disorderly Conduct	9	5	80%
Drug Violations	8	18	-55.55%
Driving Under the Influence	19	12	58.33%
Public Drunkenness	3	2	50%
Weapons Offenses	0	0	NA
All Other Offenses (Except Traffic)	4	0	NA
TOTALS	87	71	22.53%

MOTOR VEHICLE ACCIDENTS	YTD		
	2021	2020	% Change
Total Accidents	120	121	-.82%
Injury Accidents	22	19	15.78%
Fatal Accidents	0	0	NA
Property Accidents	8	22	-63.63%



Matt West
Township Manager

TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Gregory T. Hood
William B. Jones, III
Helen B. Haun
Cynthia M. Jones
MaryBeth McCabe, Esq.

PUBLIC WORKS DEPARTMENTAL REPORT

AUGUST / 2021

DRAINAGE:	We checked drainage on numerous occasions due to severe storms. We rebuilt numerous storm sewer inlets – Janton Way, Brittany Farms, Pheasant Run and Highpoint Dr.
PATCHING/ MAINT:	AMS completed contract “B” of the road program Oil and Chip Creek Rd., Old Iron Hill Rd. between Creek and Ferry, Cheeseactory Rd. and Layle Ln.
TWP. PROPERTY:	We continue to maintain all parks, ballfields, and open spaces daily. We
STREET SIGNS:	We trimmed around signs, bridges and guardrails for visibility.
OTHER:	We installed the Fall Festival Banner at the intersection of Schoolhouse Rd. and Butler Ave. to advertise for Fall Fest 2021.

HOURS

DRAINAGE:	194	HRS.
PATCHING:	22.5	HRS.
STREET SIGNS:	4	HRS.
EQUIP. MAINT:	103	HRS.
TWP. PROP. MAINT:	275.5	HRS.
BALLFIELDS:	14	HRS.
BRUSHING:	12.5	HRS.
OTHER:	124.5	HRS.