



TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania
Founded: 1723

BOARD OF SUPERVISORS

Eileen M. Bradley
Township Manager

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

**Board of Supervisors
Regular Meeting Agenda
May 3, 2021**

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

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair: The Board met in Executive Session prior to this meeting to discuss personnel issues and litigation
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of April 26, 2021
6. Departmental Reports
7. Consideration of Old Business
 - 7.1. Township Manager Employment Contract Execution
 - 7.2. Resolution 2021-11; Appointments Resolution Amendment
 - 7.3. Resolution 2021-12; TCC Delegate Appointment
 - 7.4. JAMP 98 Railroad Plan
 - 7.5. Keller Road Bridge Update
 - 7.6. 66 Sellersville Road - Milk House Market
8. Consideration of New Business
 - 8.1. Benner Property Road & Stormwater Discussion

9. Consent Agenda

- 9.1. Stormwater O&M Agreement with Joseph Pileggi for 122 Upper State Road, TMP #26-005-047-001 and 26-005-047-002, for expansion of the existing driveway and parking area, with a Stormwater BMP maintenance fee of \$497.25.
- 9.2. Stormwater Easement Agreement with Richard and Carrie Deperro for 513 Lexington Avenue, TMP #26-006-010, for repair of a stormwater sewer pipe located on their property.
- 9.3. Temporary Construction Easement Agreement with Samuel, Jaqueline, and Lisa Newsham for 511 Lexington Avenue, TMP #26-006-011, for repair of a stormwater sewer pipe located on 513 Lexington Avenue.
- 9.4. Execution of a Professional Service Agreement with Edward and Susan Moser for a property on Schoolhouse Road and Railroad Avenue, TMP #26-001-105-004, with corresponding legal and engineering escrow of \$5,000.00.

10. Board of Supervisors Comments

11. Administration Comments

- 11.1. On Thursday, May 20 at 7:00 p.m., the Zoning Hearing Board will consider two applications. Interested parties are encouraged to attend.
 - a. Tate and Mannherz, 1 & 2 Naomi Lane, TMP #26-010-009 & 26-010-010, the applicant is requesting variances from lot area and lot width to complete a lot line change between the two properties.
 - b. Katherine Brown/Karaszkiwicz, 1 Ferry Road, TMP #26-001-067, a B1 Use in the WS District requests a variance for height and opaqueness for a fence located in the front yard setback.

12. Solicitor and Engineer Comments

13. Public Comment

14. Other Business

15. Payment of Bills

- 15.1. Bills List dated April 28, 2021 for \$575.00.

16. Adjournment:

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, May 17, 2021 at 9:00 a.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*

**BOARD OF SUPERVISORS
MEETING MINUTES
April 26, 2021**

A Regular Meeting of the New Britain Township Board of Supervisors was held on Monday, April 26, 2021, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 7:00 p.m. Present were Supervisors: Chair Gregory T. Hood, Vice-Chair Helen B. Haun, Members William B. Jones, III, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Interim Township Manager Michael Walsh, Chief Robert Scafidi, Township Engineer Craig Kennard, and Township Solicitor Peter Nelson, Esq.

1. **Call to Order:** Mr. Hood called the Meeting to order.
2. **Pledge of Allegiance:** Mr. Hood led the Board and audience in the Pledge of Allegiance.
3. **Announcements:** Mr. Hood announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues, land acquisition, and litigation.
4. **Public Comment on Non-Agenda Items:** Ms. Mary Anne McBrearty from 115 Dolly Lane expressed her thanks for the Board's approval for continued grass cutting on the Dolly Lane property. She also inquired about animal control. Mr. Walsh mentioned there is always still bait in the boxes when the pest control maintains and reviews the property. Ms. McBrearty inquired about the roof flapping off the side of the Dolly Lane property. Mr. Walsh stated the Township Building Inspector went to the property and determined there was no structural damage. Mr. Hood mentioned it may be a roof vent has ripped off but there is no structural damage. Chief Scafidi noted the owner is in a nursing home. Ms. McCabe mentioned that the Township will not come in to fix the house. The Township cannot justify the cost to improve the property other than clearing the trash, securing the property, continued grass cutting, and current pest control. Mr. Hood stated the Township must wait for the bank to repossess the property. As a resident, Mr. Hood mentioned that Ms. McBrearty may want to take the next step as a private matter since the Township has already done as much as possible.

5. Approval of Minutes:

5.1. Minutes of Meeting of April 5, 2021:

MOTION: A motion was made by Mrs. Jones, seconded by Ms. McCabe, and unanimously approved to accept the April 5, 2021 Minutes as written.

6. Departmental Reports:

6.1 Code Department Report for March 2021: Mr. Walsh presented the Code Department Report for March 2021.

6.2 Police Department Report for March 2021: Chief Scafidi presented the Police Department Report for March 2021.

Mr. Hood inquired about the Township Police patrolling around Butler. Chief Scafidi stated there were no cars parked where they are not supposed to per Chief Scafidi who was at the location three times this week.

6.3 Public Works Department Report for March 2021: Mr. Walsh presented the Public Works Department Report for February 2021.

Mr. Walsh reported that the Township is under budget with the usage of salt from the past winter. The Road Paving is anticipated to be finalized and to be reviewed at the next Board of Supervisors Work Session on May 17th.

Mr. Walsh mentioned that Mrs. Clancy is in the process of acquiring a quote for the playground equipment at North Branch Park. As far as the North Branch Park Field Dugouts, Mr. Hood mentioned reaching out to the Boy Scouts if the Township supplies the materials if they can set up an Eagle Scout group project. Ms. McCabe mentioned to also investigate a tin roof material as an alternative. The Township Solicitor expressed to have Mr. Teschner review and inspect with his normal process to ensure the Scouts are building it correctly. A Police Report would have to be created and pictures will be sent to Mr. Walsh if an insurance claim will be filed. Ms. McBrearty also made a public comment and asked if an inquiry to the Tech School could be made.

7. Consideration of Old Business:

7.1 Ordinance # 2021-04-01; Keller Road Bridge Weight Limit: Township Solicitor stated the Ordinance had been advertised and was required to make the new posted weight restriction legally enforceable by Township Police. He stated the ordinance restricted the weight limit to 27 tons or lighter.

MOTION: A motion was made by Mr. Jones, seconded by Mrs. Haun, and unanimously approved to accept the Ordinance # 2021-04-01; Keller Road Bridge Weight Limit.

8. Consideration of New Business:

8.1 Milk House Market: Mr. Bill Muzika from 66 Sellersville Road presented a proposed new additional building to serve as a taproom and grow hops, for Tilted Back Brewery. There will be no food service at the new building. Operating from Wednesdays thru Sundays until 11 p.m. Township Solicitor addressed the Board to review the approval of the change to the conservation easement. Specifically, the interpretation of the amendment regarding conditions to consider. Mr. Hood and the Board discussed possible conditions if the conservation easement was to be amended. Ms. McCabe inquired with the Township Solicitor if the proposal is allowed under the conservation easement that Mr. Muzika purchased the property under and suggested the Township Solicitor provide the Board with a legal opinion, prior to any determination. The Board agreed.

The Township Engineer Mr. Kennard mentioned Bucks County Brewery and Township Solicitor mentioned Tabora Farms and Bishop Winery Estates and inquired about conditions attached. Mr. Muzika was informed Land Development and Zoning approvals would be required and parking and stormwater would need to be addressed. The Township Fire Marshal asked Mr. Walsh to ensure Mr. Muzika understood a sprinkler system would have to be installed in the structure.

9. Consent Agenda:

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones, the board unanimously approved the following Consent Agenda Items: Payment Application #1 to Bi-State Construction Company, Inc. for culvert repairs on Walters, Sellersville and Upper Stump Road in the amount of \$78,244.20; Execution of a Professional Service Agreement with George and Gertrude Freas for a property on Upper Stump Road, TMP #26-004-006, with correspond legal and engineering escrow of \$5,000.00; Execution of a Stormwater O&M Agreement with Robert and Linda Livesay for 314 Dorothy Lane, TMP #26-001-125-011, for construction of a swimming pool, with a Stormwater

BMP maintenance fee of \$480.00; Execution of a Professional Service Agreement with Robert and Krystal DeSantis for a property on 109 King Road, TMP #26-004-042, with correspond legal and engineering escrow of \$5,000.00; Execution of a Development Agreement with Wawa, Inc. for a property on 525/527 West Butler Avenue, TMP #26-006-101, 26-006-101-004, and 26-006-101-005, with all corresponding fees and financial security being paid or held in escrow.

10. Board of Supervisors' Comments: Earlier this morning, Ms. McCabe met with Mr. Walsh and Mr. Cressman about the large-scale landscaping and maintenance at the front of the Township Office. Mr. Walsh mentioned the Propane tank located at the front office is 85% full. Mr. Walsh will inquire about the removal of the tank, to which Mr. Hood inquired if a name stamp is on the tank. Mr. Walsh responded he would investigate the matter further. Two years ago, Township Manager Ms. Eileen Bradley and Mr. Chris Green from Gilmore met to discuss a landscape plan for the building when the fence was installed around the Police parking area. Ms. McCabe stated she wanted to wait for the new chief's involvement before proceeding.

Mr. Walsh inquired with the Board about moving forward with the Public Works annual tradition of plantings in preparation for the 4th of July Parade this year. Mr. Kennard suggested to open the project to Landscapers instead of having Gilmore handle the plans. Mrs. Jones mentioned there are volunteer groups with sustainable gardening expertise and the Township will supply the plants. Mr. Walsh will work with Mr. Cressman on a plan.

Mr. Hood inquired with Chief Scafidi regarding school students at Butler Elementary on a Friday or Saturday night. Chief Scafidi has not heard anything. The grounds are open, there are children out there vandalizing. A TV or computer monitor was brought and smashed in the parking lot. At the gaga pit, bamboo was brought in and a roof was made.

11. Administration Comments:

11.1 Bingo & Shred Event Announcements: Bingo is on Friday, April 30th and the event is capped at 150 people. Tickets are still available. On Saturday, May 1st from 9 a.m. to 1 p.m. is the Shred & E-Recycling Event that will cost some fees for the residents, but the event goes well each year. PAR-Recycling will be there.

11.2 Disposing of Code Enforcement Vehicle: Mr. Walsh added that the vehicle used by Mr. Skelton for Use & Occupancy Inspections is in disrepair. In place, the Old Parks & Recreation Pick Up Vehicle is to be used as a short-term solution. Mr. Walsh requested the Boards approval to dispose of the vehicle.

MOTION: A motion was made by Mrs. Jones, seconded by Mrs. Haun, and unanimously approved for Mr. Walsh to ask Mr. Cressman to dispose of the Code Enforcement vehicle in disrepair.

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

13. Public Comment: Mr. Muzika stated he would review the field 5 dugout and see if he and other residents can donate the dugout roof.

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

15. Payment of Bills:

15.1. Bills List dated April 21, 2021 for \$4,955.93 (medical reimbursements):

MOTION: Upon motion by Mrs. Jones, seconded by Mrs. Haun, the Board unanimously approved the Bills List dated April 21, 2021 for \$4,955.93 (medical reimbursements).

15.2. Bills List dated April 21, 2021 for \$122,500:

MOTION: Upon motion by Mrs. Haun, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated April 21, 2021 for \$122,500.

15.3. Bills List dated April 23, 2021 for \$227,565.53:

MOTION: Upon motion by Mr. Jones, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated April 23, 2021 for \$227,565.53.

16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Mrs. Jones, seconded by Mrs. Haun, and unanimously carried, to adjourn the meeting at 8:18 p.m.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Cynthia Jones, Member

MaryBeth McCabe, Esq., Member

Attest: _____

Michael Walsh
Secretary/Interim Manager

RESOLUTION 2021-11
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

WHEREAS, Resolution #2021-01 established the official appointments, reappointments and modifications to appointments; and

WHEREAS, upon review of the Resolution, it has been determined that it is appropriate to modify the Resolution at this time; and,

NOW, THEREFORE BE IT RESOLVED, that Matthew West is appointed as the Manager and Official Secretary of New Britain Township and may sign and seal all documents as such.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the following appointments are made to the following positions, effective the 10th of May, 2021:

- Assistant Treasurer – Matthew West
- Assistant Zoning Officer – Michael Walsh
- Open Records Officer – Matthew West
- Emergency Management Coordinator – Randal Teschner
- Delegate to Bucks County Tax Collection Committee – Matthew West
- Delegate to Montgomery County Tax Collection Committee – Matthew West
- Bucks County Consortium Liaison – Matthew West
- Safety Committee Member – Matthew West
- Pension Committee Member – Matthew West

THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK

RESOLVED THIS 3rd DAY OF May, 2021.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen B. Haun

William B. Jones, III

Cynthia M. Jones

MaryBeth McCabe, Esq.

Resolutions No. 2021-12
New Britain Township
TCC Delegate/Alternate Appointment Resolution

Background. Act 32 § 505 (b) requires the governing bodies of school districts, townships, boroughs, and cities that impose an earned income tax to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. The purpose of this resolution is to appoint the required delegates. The appointed individuals have consented to appointment.

RESOLVED, by the Township of New Britain, Bucks County, Pennsylvania that the following individual is/are appointed as TCC delegates for New Britain Township, Bucks County, Pennsylvania for both Bucks and Montgomery County.

1. Delegate: Matthew West
2. First Alternate Voting Delegate: Susan L. Federsel
3. Second Alternate Voting Delegate: William B. Jones, III

If the primary voting delegate cannot be present for a TCC meeting, the first alternate voting delegate shall be the representative at the TCC meeting. If both the primary voting delegate and the first alternate voting delegate cannot be present for a TCC meeting, the second alternate voting delegate shall be the representative at the TCC meeting.

These appointments are effective immediately and shall continue until successors are appointed. Delegates shall be appointed each year in November or December or as soon thereafter as possible. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

Certification of adoption. The undersigned certifies that the above Resolution was adopted at a public meeting on this date.

Date: May 3, 2021

Michael Walsh
Interim Manager/Secretary



Kellie A. McGowan, Esquire
Direct Dial: 215-606-0181
kellie.mcgowan@obermayer.com
www.obermayer.com

Obermayer Rebmann Maxwell & Hippel LLP
10 S. Clinton Street, Suite 300
Doylestown, PA 18901-4640
P: 215-606-0760
F: 215.348-1804

April 23, 2021

Michael Walsh, Interim Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914
mwalsh@newbritaintownship.org

Re: JAMP Development, LLC – TMP No. 26-001-112
98 Railroad Avenue, New Britain, Bucks County, Pennsylvania

Dear Mr. Walsh,

On behalf of Applicant, JAMP Development, LLC, please accept this request to be placed on the agenda for the Board of Supervisors meeting on Monday, May 3, 2021. We would like to discuss a modification of the conditions of the final approved plan in order to facilitate private water service for Lot 1 in the proposed development.

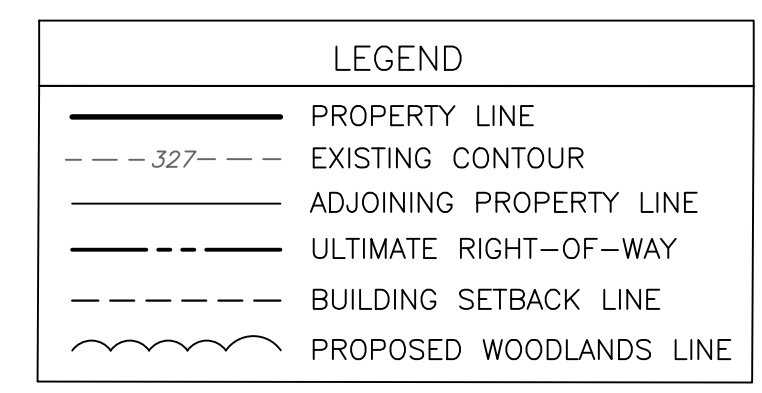
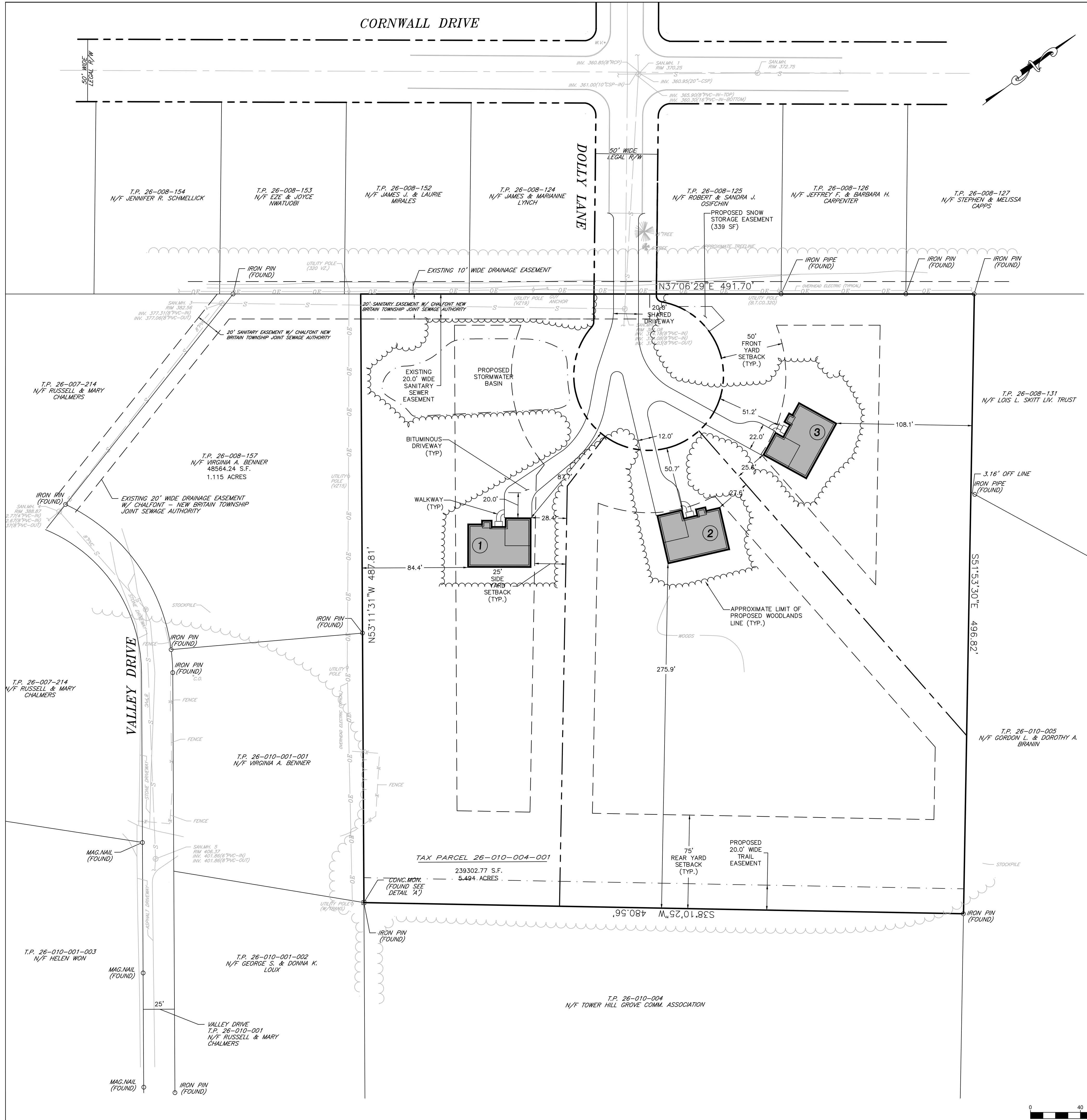
Thank you for your consideration.

Very truly yours,

A handwritten signature in cursive script that reads "Kellie McGowan".

Kellie McGowan, Esq.

KAM/al
cc: Client
H. Peter Nelson, Esquire
Kristin Holmes, P.E.



NOTES:
 1. BOUNDARY & TOPOGRAPHIC INFORMATION TAKEN FROM AN EXISTING FEATURES PLAN PREPARED BY CAVANAUGH SURVEYING SERVICES DATED SEPTEMBER 30, 2020.
 2. THE SUBJECT PROPERTY IS ENTIRELY WITHIN FLOOD ZONE "X" (AREAS OUTSIDE THE 500 YEAR FLOOD PLAN) AS SHOWN ON THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BUCKS COUNTY, MAP NUMBER 42017C0289K, PANEL NUMBER 289 OF 532, WITH AN EFFECTIVE DATE OF MARCH 21, 2017.

OWNER:
 VIRGINIA A BENNER
 4 VALLEY DRIVE
 CHALFONT, PA 18914

APPLICANT/EQUITABLE OWNER:
 GEORGE KIRIAKIDI
 PRIME CUSTOM BUILDERS
 350 SOUTH MAIN STREET, SUITE 307
 DOYLESTOWN, PA 18901

Zoning Table					
Zone: RR - Residential District					
ITEM	REQUIRED/ PERMITTED	PROPOSED LOT 1	PROPOSED LOT 2	PROPOSED LOT 3	ORDINANCE SECTION
Permitted Uses	B-1 Single Family Detached Dwelling, B2 Cluster Subdivision	B-1 Single Family Detached Dwelling	B-1 Single Family Detached Dwelling	B-1 Single Family Detached Dwelling	27-901.a
B-1 Single Family Detached Dwelling Requirements					
Max. Building Height	35 FT	<35 FT	<35 FT	<35 FT	27-902.a, 2110
Min. Lot Area	1 AC	1.79 AC	2.20 AC	1.15 AC	27-902.b
Min. Lot Width At Setback	150 FT	164.4 FT	153.9 FT	162.4 FT	27-902.b
Min. Lot Depth	180 FT	186.93 FT	422.92 FT	254.77 FT	27-902.b
Min. Front Yard Setback	50 FT	87.7 FT	50.7 FT	51.2 FT	27-902.b
Min. Side Yard Setback	25 FT	28.4 FT	27.6 FT	25.6 FT	27-902.b
Min. Rear Yard Setback	75 FT	84.4 FT	275.9 FT	108.1 FT	27-902.b
Max. Building Coverage	15%	2%	2%	4%	27-902.b
Max. Site Impervious Surface Coverage	20%		5%		27-902.b
Max. Lot Impervious Surface Coverage	25%	4%	3%	6%	27-902.b
General Requirements					
Min. Driveway Clear Sight Triangle	50 FT	50 FT	50 FT	50 FT	27-2111.b
Min. Off Street Parking	3 Spaces/DU	3/DU	3/DU	3/DU	27-2901B
Min. Building Envelope in RR District	5,000 SF (B-1 Use)	5,000 SF	5,000 SF	5,000 SF	27-2401.b

LOT AREA AND COVERAGE TABLE							
Lot #	Gross Lot Area (square feet)	Easement Areas (square feet)	Net Lot Area (square feet)	Impervious Coverage (square feet)	Impervious Ratio (%)	Building Coverage (square feet)	Building Ratio (%)
1	81,749	3,736	78,013	3,503	4%	1,896	2%
2	95,994	0	95,994	2,830	3%	1,896	2%
3	49,985	0	49,985	2,813	6%	1,896	4%

RESOURCE PROTECTION CALCULATIONS				
	Protection Ratio	Acres of Land in Resources	Resource Protection Land	Protected Area
Watercourses	100%	0.00	0.00	0.00
Floodplain	100%	0.00	0.00	0.00
Floodplain (Alluvial) Soils	100%	0.00	0.00	0.00
Wetlands	100%	0.00	0.00	0.00
Lakes and Ponds	100%	0.00	0.00	0.00
Riparian Buffer (75 FT)	100%	0.00	0.00	0.00
Wetlands Margins (25 FT to wetland)	80%	0.00	0.00	0.00
Woodlands (CR,WS,SR-1,SR-2,RR)	80%	5.49	4.39	4.39
Steep Slopes 8-15%	60%	0.00	0.00	0.00
Steep Slopes 15-25%	70%	0.00	0.00	0.00
Steep Slopes 25%+	85%	0.00	0.00	0.00

SOIL TYPES						
SYM	UNIT NAME	HYDRIC (Y/N)	DEPTH TO BEDROCK (IN.)	DEPTH TO WATER TABLE (IN.)	HSG	FARMLAND CLASSIFICATION
ReB	Readington silt loam, 3 to 8 slopes	N	40-60	18-36	C	Statewide Importance
AbB	Abbotstown silt loam, 3 to 8 percent slopes	N	40-60	6-18	D	Statewide Importance
UgB	Urban land-Abbotstown complex, 0 to 8 percent slopes	N	40-60	6-18	D	Not Prime Farmland

Holmes Cunningham LLC
 409 E. Butler Ave.
 Unit 5
 Doylestown, PA 18901
 (215) 586-3330
 www.hcengineering.net

REVISIONS	Description	Date

CALL BEFORE YOU DIG OR
 3 WORKING DAYS NOTICE FOR
 10 WORKING DAYS NOTICE FOR
 10 WORKING DAYS NOTICE FOR
 - STOP & CALL

Permittee One
 1800-242-5176

THIS PLAN AND ANY INFORMATION HEREON IS THE PROPERTY OF THE CONTRACTOR. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR COPIED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE CONTRACTOR. (SHELF#P0311199)

BENNER PROPERTY SUBDIVISION
 T.M.P.# 26-010-004-001
 DOLLY LANE
 NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA

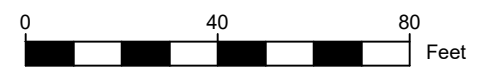
SKETCH PLAN

KRISTIN R. HOLMES, P.E.
 PA Lic. No. PE073604

File No.
 1551_SK-4 Sketch.DWG

Date: 4/26/2021
 Scale: 1"=40'
 HCE Job: 1551
 Designed: RS
 Sheet: 1 of 1

Drawing No.
SK-4



Consent Agenda Items for the Next Meeting (05/03/21)

1. Stormwater O&M Agreement with Joseph Pileggi for 122 Upper State Road, TMP #26-005-047-001 and 26-005-047-002, for expansion of the existing driveway and parking area, with a Stormwater BMP maintenance fee of \$497.25.
2. Stormwater Easement Agreement with Richard and Carrie Deperro for 513 Lexington Avenue, TMP #26-006-010, for repair of a stormwater sewer pipe located on their property.
3. Temporary Construction Easement Agreement with Samuel, Jaqueline, and Lisa Newsham for 511 Lexington Avenue, TMP #26-006-011, for repair of a stormwater sewer pipe located on 513 Lexington Avenue.
4. Execution of a Professional Service Agreement with Edward and Susan Moser for a property on Schoolhouse Road and Railroad Avenue, TMP #26-001-105-004, with corresponding legal and engineering escrow of \$5,000.00.

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

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

TMP # 26-005-047-001 & 26-005-047-002

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2021, by **JOSEPH PILEGGI**, with an address of 1227 Charter Lane, Ambler, PA 19002 (hereinafter referred to as “*Landowner*”), and **NEW BRITAIN TOWNSHIP**, a Township of the Second Class, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “*Township*”).

WITNESSETH

WHEREAS, Landowner is the owner of a tract of land consisting of approximately 2.78 acres, located at the northeastern corner of Upper State and County Line Roads in New Britain Township, Bucks County, PA, which has a street address of 122 Upper State Road, and is also known as Bucks County Tax Parcel Nos. 26-005-047-001 & 26-005-047-002 (hereinafter referred to as the “*Property*”); and

WHEREAS, Landowner has undertaken a 4,620 square foot expansion of an existing driveway and parking area (hereinafter referred to as the “*Project*”) as shown on plans entitled “Site Permit Plan for the Pileggi Tract”, as prepared by Crews Surveying, LLC, dated September 25, 2020, last revised February 24, 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, the Township, though the implementation of stormwater management regulations, requires that the Stormwater Management Facilities, as shown on the Plan, be constructed and adequately maintained by Landowner, his heirs, grantees, successors, and assigns.

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

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

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

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

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

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

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

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

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

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

5. Landowner shall keep and maintain the Stormwater Management Facilities in good working condition. Landowner shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said Facilities shown on the Plan and located on the Property, including but not limited to drainage swales, detention and retention basins, BMP's, stormwater piping systems, headwalls, inlet, and outlet structures, plantings, and all structures and facilities appurtenant to the foregoing, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof and

to ensure compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township. In particular, Landowner, for himself, his heirs, grantees, successors, and assigns, agrees to the following:

- a. To regularly perform all inspections and maintenance of the Stormwater Management Facilities as is necessary and desirable to ensure the proper functioning of the Facilities.
 - b. Not to alter any of the Stormwater Management Facilities in a manner which would adversely affect the proper functioning of one or more of the Facilities or cause any of the Facilities to differ from what is shown on the Plan, without written approval of the Township.
 - c. To remove debris and silt from the Stormwater Management Facilities to ensure that the Facilities remain in good working order.
 - d. To make all repairs necessary to ensure the continued proper operation of the Stormwater Management Facilities.
6. Any and all Stormwater Management Facilities or erosion and sedimentation control facilities that have been damaged or fail to function properly, for any reason, shall be stabilized and reconstructed by Landowner to approved design grades and specifications as shown on the Plan and approved by the Township.
7. All open swale/drainage easements and drainage, detention, and/or retention basin easements shown on the Plan shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All such areas shall be kept free of all obstructions, including but not limited to, fill, temporary or permanent structures, and plants (other than what is shown on the Plan).
8. Whenever sedimentation is caused by stripping vegetation, grading, or other earth moving activities on the Property, it shall be the responsibility of Landowner to remove such sedimentation from all adjoining surfaces, drainage systems, and watercourses, and to correct and repair any damage caused by such sedimentation at his sole expense.
9. Landowner hereby agrees to retain a reputable service company to inspect any and all Stormwater Management Facilities installed and/or constructed as a part of this Project. Such inspection shall occur on an annual basis and, if required, this service company shall clean such structures by removing any debris or other material from them. The material removed must be disposed of at a DEP-permitted landfill or some other facility approved by DEP for the handling of such material. Landowner is specifically prohibited from flushing any debris or other material out of the Facilities.
10. Landowner hereby agrees to comply with all regulations promulgated by the Pennsylvania Department of Environmental Protection for the NPDES MS4 program.

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

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

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

14. Landowner shall be responsible for and shall guarantee the proper inspection, operation, performance, maintenance, repair, and replacement of the Stormwater Management Facilities. Contemporaneously with the execution of this Agreement, Landowner shall pay a Stormwater BMP Maintenance Guarantee of Four Hundred Ninety-Seven Dollars and Twenty-Five Cents (\$497.25) to provide financial guarantees for the timely and proper installation, construction, inspection, operation, performance, maintenance, repair, and replacement of the Facilities (hereinafter referred to as the "**Guarantee**"). Furthermore, Landowner shall pay any costs and expenses incurred by the Township regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities and any costs and expenses the Township incurred by performing any work of any nature on the Facilities, due to Landowner's failure to perform such work. Landowner shall reimburse the Township within thirty (30) days of receipt of an invoice for all costs and expenses (direct and indirect) incurred by the Township. In the event Landowner fails to fulfill such responsibility or guarantee regarding the inspection, operation, performance, maintenance, repair, and replacement of the Facilities or fails to pay the aforementioned Township-incurred costs and expenses within thirty (30) days of receiving the invoice, the Township may use any of the funds raised by this Guarantee to reimburse itself for any and all costs and expenses it has incurred due to such failure by Landowner.

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

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

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

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

18. Landowner 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 Landowner, his heirs,

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

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

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

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

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

administrative expenses, all professional fees and costs, and any costs associated with the filing of a municipal lien or lawsuit.

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

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

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
122 Upper State Road
(Signatures)**

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

LANDOWNER:

PILEGGI

Witness

By: _____
Joseph Pileggi

TOWNSHIP:

**NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS**

Approved by the proper action of the Board of Supervisors of New Britain Township on the _____ day of _____, A.D., 2021, at an official public meeting of the Township with a quorum present and voting, with the proper officers of the Township being directed to execute this Agreement and the Township Secretary or Assistant Secretary, being directed to note this action upon the minutes of said meeting.

By: _____
Name: Gregory T. Hood
Title: Chairman

ATTEST:

Michael Walsh, Secretary

**NEW BRITAIN TOWNSHIP
STORMWATER FACILITIES OPERATION AND MAINTENANCE AGREEMENT
122 Upper State Road
(Acknowledgments)**

BY LANDOWNER

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

ON THIS _____ day of _____, A.D., 2021, before me, a Notary Public, personally appeared **JOSEPH PILEGGI**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public

BY TOWNSHIP

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

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

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

_____(SEAL)
Notary Public

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 #: 26-006-010

DECLARATION OF EASEMENT AGREEMENT
Stormwater Easement

THIS DECLARATION OF EASEMENT AGREEMENT dated as of this 22 day of APRIL, A.D., 2021, is made by and between **RICHARD T. DEPERRO, JR. & CARRIE A. DEPERRO** of 513 Lexington Ave., Chalfont, PA 18914, (hereinafter collectively referred to as "**Grantors**") and **NEW BRITAIN TOWNSHIP**, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "**Grantee**").

BACKGROUND

A. Grantors are the title holders in fee of a certain parcel of land located at 513 Lexington Avenue, New Britain Township and more particularly identified as Bucks County Tax Map Parcel No. 26-006-010 (hereinafter referred to as the "**Property**").

B. Currently, there is an existing stormwater pipe on the Property that, due to age, has collapsed and ceased to properly function.

C. Grantors have asked and Grantee has agreed to remove and replace this existing stormwater pipe with a new pipe in generally the same area (hereinafter referred to as the "**Project**").

D. As a part of this Project, Grantors have offered to Grantee an easement upon, under, and through the Property to allow Grantee the right and privilege to remove and replace this existing stormwater sewer pipe with the new proposed pipe and to inspect, maintain, repair, reconstruct, and replace this new pipe and any appurtenant facilities within the easement area once it is installed.

E. It is the intention of Grantors, for themselves, their heirs, grantees, successors and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the Property, for the benefit of Grantee and the general public, and their respective heirs, grantees, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing and for the nominal sum of One Dollar (\$1.00), and intending to be legally bound, Grantors hereby impose the following perpetual easement restrictions upon the Property:

1. Grantors hereby creates and imposes _____-foot wide Stormwater Easement upon and across portions of the Property as shown on and described by the plan and legal description attached hereto and incorporated herein as **Exhibit "A"** (hereinafter referred to as the "**Easement Area**"). This Easement is created for the benefit of and hereby granted to Grantee.

2. Grantee shall be permitted to undertake work within this Stormwater Easement to remove the existing stormwater sewer pipe and related facilities (hereinafter referred to as the "**Pipe**") and replace it with a new stormwater sewer pipe and related facilities normally associated with the management of stormwater, including, but not limited to, pipes, vaults, outfalls, inlets, and grates (hereinafter referred to as the "**Facilities**"). Grantee shall be fully responsible for the cost of this removal and replacement work, and this removal and replacement work shall not impair the ability of Grantors to use the Easement Area other than as stated within this Unilateral Declaration.

3. This Easement also permits the possible future inspection, construction, installation, maintenance, service, repair, reconstruction, and replacement of the Facilities.

4. Grantee is hereby granted an access easement over the Property for the purpose of accessing, inspecting, constructing, installing, maintaining, servicing, removing, repairing, reconstructing, and/or replacing the Pipe and the Facilities.

5. No barriers, fences, signs, trees, shrubs, gardens, motor vehicles, trailers, boats, personal property, buildings, structures, or any other obstruction, permanent or temporary, to the free and unhampered use of this Easement shall be permitted, dumped, stored, parked, or constructed within any portion of the Easement Area, without the express written approval of Grantee. In the event any landscaping, personal property, structure, or other obstruction is constructed, erected, stored, or otherwise left over and/or upon the Easement Area, Grantee can remove such obstruction when necessary to access, inspect, construct, install, maintain, service, repair, remove, reconstruct, and/or replace the Pipe and/or the Facilities and shall not be obligated to maintain, move, return, repair, or replace such obstruction.

6. The creation of this Easement shall not be deemed to constitute an agreement on behalf of Grantee to improve, alter, repair, or maintain said Easement or to inspect, construct, install, maintain, service, repair, remove, reconstruct, and/or replace the Pipe or the Facilities located therein, except that Grantee shall reasonably restore the Property following any disturbance of surface condition for any of the purposes herein given except as provided in Paragraph 5 above.

7. This Easement is conditioned upon Grantee using every means to protect from injury and damage all property, including trees and shrubbery, of Grantors that are not in the Easement Area in conjunction with the inspection, construction, installation, maintenance, servicing, repair, removal, reconstruction, and/or replacement of the Pipe and the Facilities, and if such property is injured or damaged, Grantee shall replace the same in substantially like condition.

8. Grantors are to have full use and enjoyment of the Property except for the purposes granted to Grantee in this Declaration. Unless otherwise stated in this Declaration, Grantors shall retain the right and obligation to maintain the Easement Area.

9. Grantee releases, holds harmless, and indemnifies Grantors from and against any and all judgments, claims, actions, losses, damages, 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 Easement Area, the Pipe, and the Facilities arising out of or related in any way to the construction, installation, presence, existence, maintenance, repair, removal and/or replacement of the Pipe and the Facilities; the grant of this Agreement; or Grantee's exercise of the rights granted to it by this Agreement. Furthermore, Grantee warrants and shall forever defend against any such claims. This Paragraph, however, shall not apply to judgments, claims, actions, losses, damages, costs, expenses, or liabilities arising out of the intentional negligence and/or willful conduct of Grantors, their representatives, agents, servants, employees, invitees, or guests.

10. Grantors covenant and agree that neither themselves, nor their heirs, grantees, successors, and assigns, shall or will at any time hereafter ask, demand, recover, or receive from Grantee any sum or sums of money as payment for the granting of the covenants, easements, conditions, and restrictions set forth in this Declaration.

11. Grantors covenant, promise, and agree to warrant and forever defend the above-described Easement Area against any and all persons claiming ownership of this Area or any part thereof.

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

13. This Declaration is appurtenant to Property and shall be construed to be covenants running with the land binding upon the Grantors, their heirs, grantees, successors, and assigns.

14. This Declaration shall only be terminated, amended, or modified via a written document executed by Grantors and Grantee.

15. This Declaration shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and all the easement rights and responsibilities shall be exercised in compliance with all applicable laws, ordinances, rules, and regulations along with all approvals granted by all governmental authorities having jurisdiction over the Property. Any dispute arising out of or in connection with this Declaration shall be brought in the Court of Common Pleas of Bucks County, Pennsylvania.

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

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

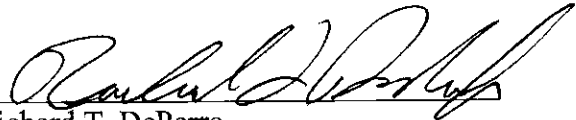
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**NEW BRITAIN TOWNSHIP
DECLARATION OF EASEMENT AGREEMENT
(Signatures)**

IN WITNESS WHEREOF, the Parties, intending to be legally bound, has hereby set their respective hands and seals the day and year first above written.

GRANTOR:

DEPERRO


Richard T. DePerro


Carrie A. DePerro

GRANTEE:

NEW BRITAIN TOWNSHIP

Approved by the proper action of the Board of Supervisors of the Township of New Britain 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.

Gregory T. Hood, Chairman

ATTEST:

Name:
Title:

**NEW BRITAIN TOWNSHIP
DECLARATION OF EASEMENT AGREEMENT
(Acknowledgments)**

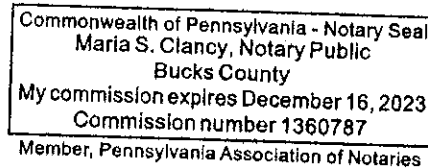
BY GRANTORS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Bucks :

On this 22nd day of April, A.D., 2021, before me a Notary Public, personally appeared **RICHARD T. DEPERRO and CARRIE A. DEPERRO**, 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.

Maria S. Clancy (SEAL)
Notary Public



BY GRANTEE

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, 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)



**Metes and Bounds Description
Permanent Stormwater Easement
On TMP 26-006-010, Lands N/F Richard T. & Carrie A. Deperro Jr.
New Britain Township, Bucks County, Pennsylvania**

Beginning at point on the northwest side of Lexington Avenue (50' wide), at the dividing line between TMP 26-006-010, lands N/F Richard T. & Carrie A. Deperro Jr. and TMP 26-009-011, lands N/F Samuel H. Newsham, Jacqueline D. Newsham & Lisa J. Newsham, and from said Point of Beginning the following courses based on Bucks County Recorded Deed Book 4646, Page 1697, thence;

1. Along the northwest side of Lexington Avenue (50' wide), South 41° 16' 00" West, for a distance of 15.00 feet to a point, thence;
2. Through TMP 26-006-010, lands N/F Richard T. & Carrie A. Deperro Jr., North 49° 44' 00" West, for a distance of 202.51 feet to a point on the rear line of said lands of Deperro Jr., thence;
3. Along the rear line of said lands of Deperro Jr., North 41° 00' 00" East, for a distance of 15.00 feet to a corner on the dividing line between said lands of Deperro Jr. and TMP 26-009-011, lands N/F Samuel H. Newsham, Jacqueline D. Newsham & Lisa J. Newsham, thence;
4. Along said dividing line, South 49° 44' 00" East, for a distance of 202.32 feet to the Point of Beginning

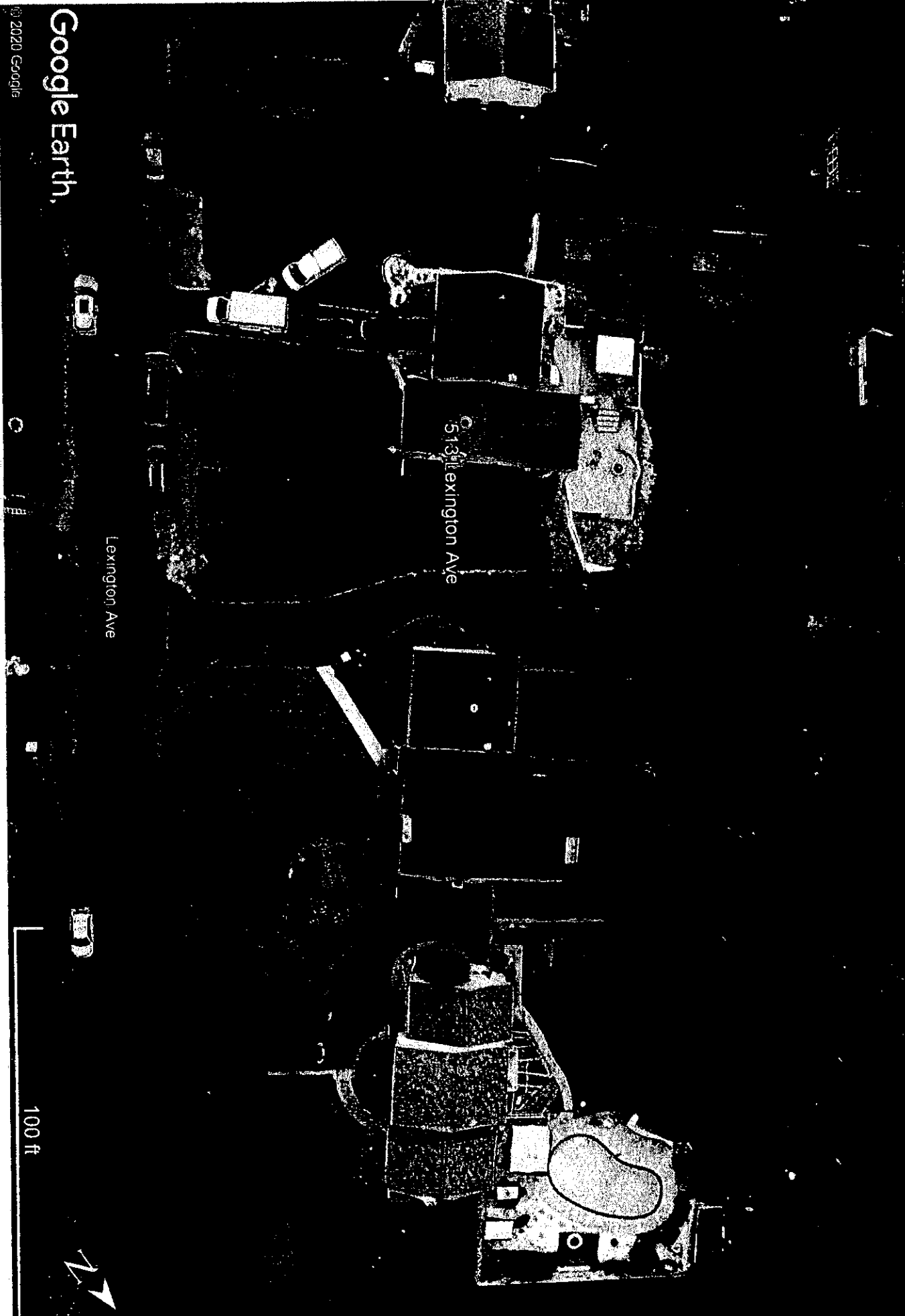
Containing 3,036 square feet, or 0.07 acres, more or less.

Dated: February 10, 2021
Revised: February 12, 2021
File No. 21-01002
Prepared by: James D. McEwen, Professional Land Surveyor
Pennsylvania License No. SU-038752-R
JDM/jm



Untitled Map
Write a description for your map.

Legend
513 Lexington Ave



© 2020 Google
Google Earth.

100 ft



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 # 26-006-011

EASEMENT AGREEMENT
Temporary Access and Construction

THIS EASEMENT AGREEMENT dated as of this _____ day of _____, A.D., 2021, is made by and between **SAMUEL H. & JACQUELINE D. NEWSHAM, and LISA J. NEWSHAM** of 511 Lexington Ave., Chalfont, PA 18914, (hereinafter collectively referred to as "**Grantors**") and **NEW BRITAIN TOWNSHIP**, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as "**Grantee**").

BACKGROUND

A. Grantors are the owners in fee of a parcel of land located at 511 Lexington Avenue in New Britain Township and identified as Bucks County Tax Parcel No. 26-006-011 (hereinafter referred to as the "**Property**").

B. The Property adjoins a parcel at 513 Lexington Avenue, also identified as Bucks County Tax Parcel No. 26-006-010 (hereinafter referred to as the "**Adjoining Parcel**") which contains an existing stormwater pipe that is in need of replacement and which runs along the property line between the Property and the Adjoining Parcel (hereinafter referred to as the "**Pipe**").

C. The owners of the Adjoining Parcel have asked and Grantee has agreed to remove and replace the Pipe with a new pipe in generally the same area (hereinafter referred to as the "**Project**").

D. As a part of this Project, Grantee needs a temporary access and construction easement upon and across the Property to access the area where the Pipe is located.

E. Grantors have agreed to provide Grantee this temporary easement to allow Grantee the right and privilege to remove and replace the Pipe and generally undertake the Project.

F. It is the intention of Grantors, for themselves, their heirs, grantees, successors and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the

Property, for the benefit of Grantee and the general public, and their respective heirs, grantees, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing, the parties to this Agreement hereby consent to the following:

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

1. Grantors hereby create and impose a Temporary Access and Construction Easement over and across a portion of their Property as shown on the Plan attached hereto and incorporated herein as *Exhibit "A"*. This Easement is granted to New Britain Township for the benefit of the Township. Grantors hereby grant a temporary easement for the following purposes:

- a. To provide access, ingress, and egress to the Adjoining Parcel for the Township, its employees, representatives, agents, and contractors in relation to the Project; and
- b. To permit the Township to carry out the Project upon the Adjoining Parcel.

2. This Temporary Easement shall automatically become void upon the completion of the Project to remove and replace the Pipe.

3. Except as currently exists on the Property, no new barriers, fences, signs, trees, shrubs, gardens, motor vehicles, trailers, boats, personal property, buildings, structures, or any other obstruction, permanent or temporary, to the free and unhampered use of this Easement shall be permitted, dumped, stored, parked, or constructed within any portion of the Easement Area, without the express written approval of Grantee. In the event any such new landscaping, personal property, structure, or other obstruction is constructed, erected, stored, or otherwise left over and/or upon the Easement Area, Grantee can remove such obstruction when necessary to undertake the work on the Adjoining Parcel for the completion of the Project without any obligation to return, repair, or replace such obstruction once this work is complete.

4. The creation of this Easement shall not be deemed to constitute an agreement on behalf of Grantee to undertake the Project, except that Grantee shall reasonably restore the Easement Area following any disturbance of surface condition for any of the purposes herein given, except as provided in Paragraph 3 above.

5. This Easement is conditioned upon Grantee using every means to protect from injury and damage all property, including trees and shrubbery, of Grantors located outside of the Easement Area, and if such property is injured or damaged, Grantee shall replace the same in substantially like condition.

MISCELLANEOUS

6. Grantors are to have full use and enjoyment of the Property except for the purposes granted to Grantee in this Agreement.

7. Grantee releases, holds harmless, and indemnifies Grantors from and against any and all judgments, claims, actions, losses, damages, 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 Easement Area arising out of or related in any way to the Project; the grant of this Agreement; or Grantee's exercise of the rights granted to it by this Agreement. Furthermore, Grantee warrants and shall forever defend against any such claims. This Paragraph, however, shall not apply to judgments, claims, actions, losses, damages, costs, expenses, or liabilities arising out of the intentional negligence and/or willful conduct of Grantors, their representatives, agents, servants, employees, invitees, or guests.

8. Grantors covenant and agree that neither themselves, nor their heirs, grantees, successors, and assigns, shall or will at any time hereafter ask, demand, recover, or receive from Grantee any sum or sums of money as payment for the granting of the covenants, easements, conditions, and restrictions set forth in this Agreement.

9. Grantors covenant, promise, and agree to warrant and forever defend the above-described Easement Area against any and all persons claiming ownership of this Area or any part thereof.

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

11. This Agreement is appurtenant to Property and shall be construed to be covenants running with the land binding upon the Grantors, their heirs, grantees, successors, and assigns.

12. This Agreement shall only be terminated, amended, or modified via a written document executed by Grantors and Grantee.

13. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and all the easement rights and responsibilities shall be exercised in compliance with all applicable laws, ordinances, rules, and regulations along with all approvals granted by all governmental authorities having jurisdiction over the Property. Any dispute arising out of or in connection with this Agreement shall be brought in the Court of Common Pleas of Bucks County, Pennsylvania.

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

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

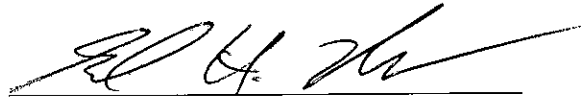
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**NEW BRITAIN TOWNSHIP
EASEMENT AGREEMENT
(Signatures)**

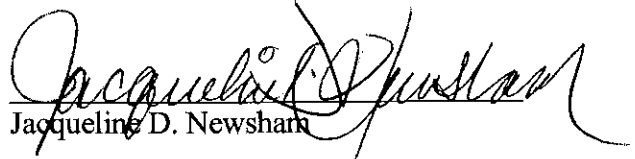
IN WITNESS WHEREOF, the Parties, intending to be legally bound, has hereby set their respective hands and seals the day and year first above written.

GRANTORS:

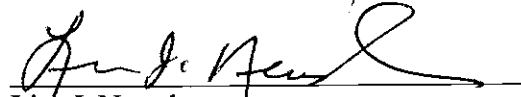
NEWSHAMS



Samuel H. Newsham



Jacqueline D. Newsham



Lisa J. Newsham

GRANTEE:

NEW BRITAIN TOWNSHIP

Approved by the proper action of the Board of Supervisors of the Township of New Britain on the 22nd day of April, 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.

Gregory T. Hood, Chairman

ATTEST:

Name:

Title:

**NEW BRITAIN TOWNSHIP
EASEMENT AGREEMENT
(Acknowledgments)**

BY GRANTOR

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

On this 22 day of April, A.D., 2021, before me a Notary Public, personally appeared **SAMUEL H. NEWSHAM**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Patricia Laporta, Notary Public
Bucks County
My commission expires March 19, 2023
Commission number 1347295
Member, Pennsylvania Association of Notaries

Patricia Laporta (SEAL)
Notary Public

BY GRANTOR

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

On this 22 day of April, A.D., 2021, before me a Notary Public, personally appeared **JACQUELINE D. NEWSHAM**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she 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
Patricia Laporta, Notary Public
Bucks County
My commission expires March 19, 2023
Commission number 1347295
Member, Pennsylvania Association of Notaries

Patricia Laporta (SEAL)
Notary Public

BY GRANTOR

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF Bucks :

On this 22 day of April, A.D., 2021, before me a Notary Public, personally appeared **LISA J. NEWSHAM**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Patricia Laporta (SEAL)
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Patricia Laporta, Notary Public
Bucks County
My commission expires March 19, 2023
Commission number 1347295
Member, Pennsylvania Association of Notaries

BY GRANTEE

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, 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)



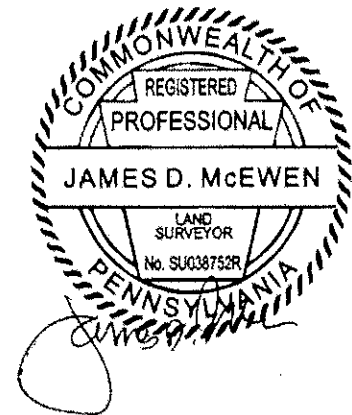
**Metes and Bounds Description
Temporary Construction Easement
On TMP 26-006-011, Lands N/F Samuel H. Newsham,
Jacqueline D. Newsham & Lisa J. Newsham
New Britain Township, Bucks County, Pennsylvania**

Beginning at point on the northwest side of Lexington Avenue, at the dividing line between TMP 26-006-011, lands N/F Samuel H. Newsham, Jacqueline D. Newsham & Lisa J. Newsham and TMP 26-006-010, lands N/F Richard T. & Carrie A. Deperro Jr., and from said Point of Beginning the following courses based on Bucks County Recorded Deed Instrument 2016031836, thence;

1. 26-006-011, lands N/F Samuel H. Newsham, Jacqueline D. Newsham & Lisa J. Newsham and TMP 26-006-010, lands N/F Richard T. & Carrie A. Deperro Jr., North 49° 44' 00" West, for a distance of 202.32 feet to a corner, thence;
2. Along the rear line of said lands of Newsham, North 41° 00' 00" East, for a distance of 15.00 feet to a point, thence;
3. Through said lands of Newsham, South 49° 44' 00" East, for a distance of 202.13 feet to a point on the northwest side of Lexington Avenue, thence;
4. Along the northwest side of Lexington Avenue, South 40° 16' 00" West, for a distance of 15.00 feet to the Point of Beginning.

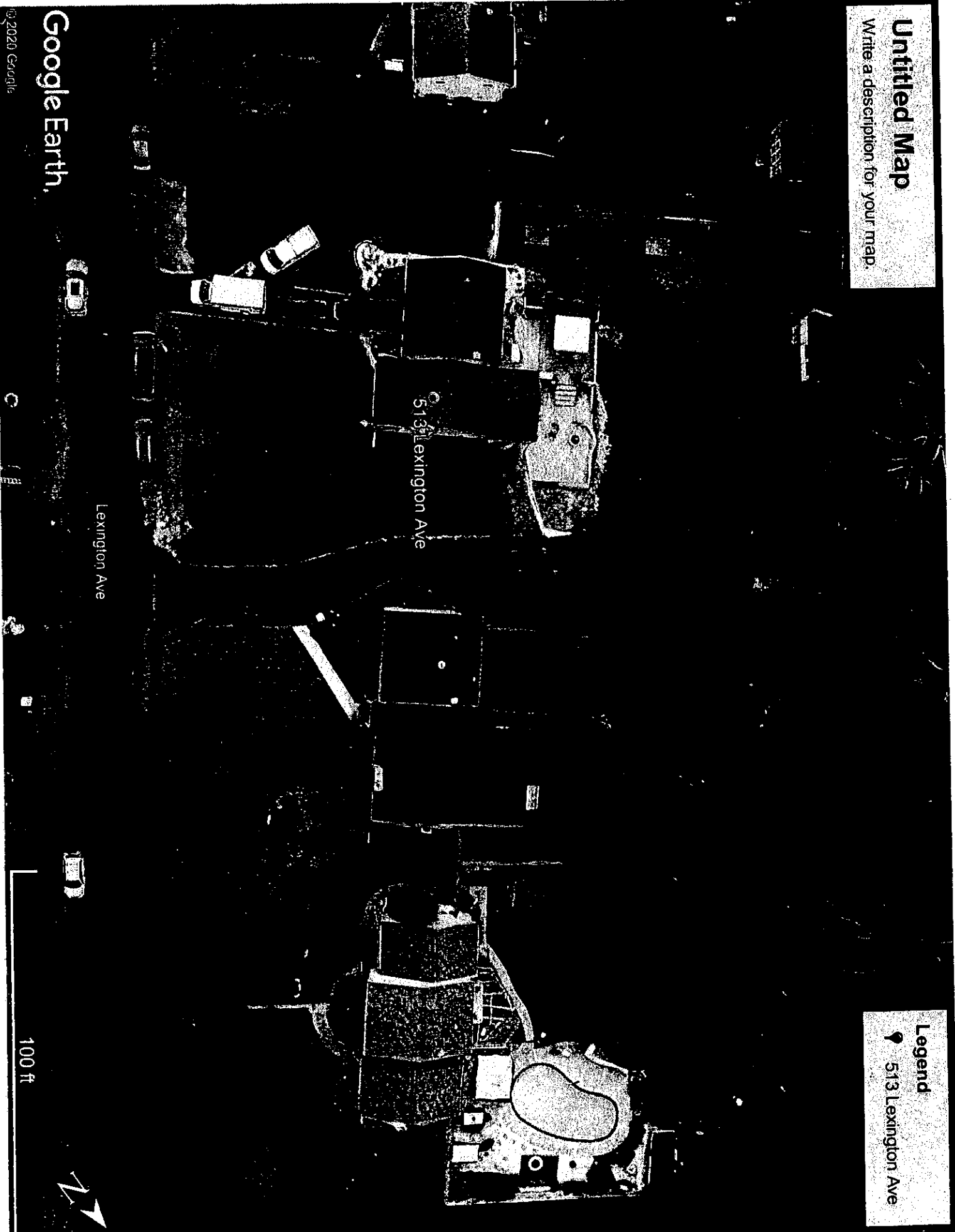
Containing 3,033 square feet, or 0.07 acres, more or less.

Dated: February 10, 2021
Revised: February 12, 2021
File No. 21-01002
Prepared by: James D. McEwen, Professional Land Surveyor
Pennsylvania License No. SU-038752-R
JDM/jm



Untitled Map

Write a description for your map.



Legend

📍 513 Lexington Ave

Google Earth.

© 2020 Google

100 ft



NEW BRITAIN TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT
(PERMITS)

THIS AGREEMENT made this ____ day of _____, A.D., 20 __, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Edward and Susan Moser of 101 Stewart Lane, Chalfont, PA 18914** (hereinafter referred to as “**Developer**”).

W I T N E S S E T H:

WHEREAS, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **Schoolhouse Road and Railroad Avenue**, also known as Bucks County Tax Map Parcel No(s). **26-001-105-004** (hereinafter referred to as the “**Property**”); and

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Developer and the Township hereby authorize and direct the Township's consulting engineer or his/her designee(s) (hereinafter referred to as "Engineer") to review the Plans and to make such recommendations and specifications as may be necessary with respect to such Plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.
2. Developer and the Township acknowledge that the Township will incur additional engineering, legal, and other costs and fees relating to the review, approval, and inspection of the Plans and Project.
3. Developer shall pay: (a) any and all engineering charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Engineer; (b) any and all charges and fees for the inspection, monitoring, and/or testing concerning the Project performed in order to insure compliance with all applicable ordinances of the Township or other applicable rules, regulations and statutes; (c) any and all legal charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Solicitor; and (d) a monthly administrative charge of 10% of billed expenses that are incurred by the Township by reason of this Contract. All charges

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

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

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

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

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

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

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

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

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

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

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

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


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

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

FOR NEW BRITAIN TOWNSHIP:

Michael Walsh, Assistant Township Manager

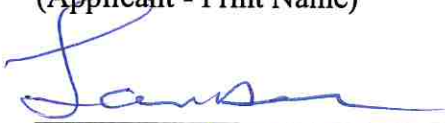
FOR APPLICANT:



Edward F. Moser

(Applicant - Print Name)

By:
(Applicant - Signature(s))



Susan C. Moser

(Applicant - Print Name)

By:
(Applicant - Signature(s))

STARK & STARK

ATTORNEYS AT LAW

ERIC S. GOLDBERG
DIRECT DIAL NUMBER
(609) 791-7013
E-MAIL
egoldberg@stark-stark.com
DIRECT FAX
609-895-7395

OFFICE: 993 LENOX DRIVE LAWRENCEVILLE, NJ 08648-2389

MAILING: PO BOX 5315 PRINCETON, NJ 08543-5315

609-896-9060 (PHONE) 609-896-0629 (FAX)

WWW.STARK-STARK.COM

April 14, 2021

Federal Express and Email

Kelsey Harris, Zoning/Code Enforcement Officer
New Britain Township
207 Park Avenue
Chalfont, PA 18914

**Re: Variance Application
Property: 1 and 2 Naomi Lane, New Britain Township**

Dear Kelsey:

On behalf of our client, Allen and Gay Tate, and Mark Cappuccio's client, Matthew Mannhertz, enclosed please find the following documents regarding the variance application for the above referenced properties:

1. Seven (7) copies of the Variance Application
2. Seven (7) sets of the plans
3. Check made payable to New Britain Township in the amount of \$1,200.00

This matter involves a lot line change between the 2 properties which was already approved, contingent on the granting of a variance. Please advise when we will be on the agenda for the Zoning Hearing Board.

If you have any questions, please let me know. Thank you for all of your assistance.

Very truly yours,

STARK & STARK
A Professional Corporation

By: Eric S. Goldberg
ERIC S. GOLDBERG

ESG/bmc
Enclosure

c: Allen and Gay Tate
Mark Cappuccio, Esquire

ALLEN TATE III
2 NAOMI LN.
CHALFONT, PA 18914

60-8664/2313

1332

DATE 4/6/21 PMP



PAY TO THE ORDER OF

NEW BRITAIN TOWNSHIP PA \$ 1200.00

One Thousand Two Hundred DOLLARS

Heat Reactive Ink



MERCK SHARP & DOHME

FEDERAL CREDIT UNION
Chalfont, PA 18914-2329

MEMO APR 10 2021

Allen Tate III MP

⑆ 231386645⑆ 0154320113⑆ 1332

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

COMPLETED BY THE TOWNSHIP

APPLICATION # _____ **DATE FILED** _____ **FEE PAID** _____

It is the applicant's responsibility to complete all pertinent sections of this form. Please contact the Zoning Officer prior to submittal if you need any assistance.

**APPLICATION/APEAL TO ZONING HEARING BOARD
NEW BRITAIN TOWNSHIP
207 PARK AVENUE
CHALFONT, PA 18914
PHONE 215-822-1391 FAX 215-822-6051**

1. Date: _____

2. Classification of Application/Appeal (Check one or more if applicable):

A. Request for Variance

B. Request for Special Exception

C. Other _____

3. Applicant:

(a) **Name:** Allen & Gaye Tate/Matthew Mannherz

(b) **Mailing address:** 1 Naomi Lane, Chalfont, PA 18914 (Tate); 2 Naomi Lane, Chalfont, PA 18914 (Mannherz)

(c) **Telephone number:** 215-699-0985

(d) **State whether owner of legal title, owner of equitable title, or tenant with the permission of owner of legal title:** Both owners - legal title

*** Proof of title to the property affected must be available to the Zoning Hearing Board at all hearings.**

4. Applicant's attorney, if applicable:

(a) **Name:** Eric S. Goldberg, Esquire

(b) **Mailing Address:** Stark & Stark, 993 Lenox Drive, Lawrenceville, NJ 08648

(c) **Telephone number:** 609-791-7013

(d) **Email Address:** egoldberg@stark-stark.com

5. **Property:** SEE RIDER

(a) **Present Zoning Use Classification:** _____

b) **Tax Parcel Number:** _____

(c) **Location (With reference to nearby intersections or prominent features):**

6. **Proposed use of property/construction:** SEE RIDER

7. **Cite specific section(s) of Zoning Ordinance from which relief is being requested:**

SEE RIDER

8. **Has any previous application/appeal been filed concerning the subject of this appeal?** No

If yes, specify: _____

9. **Signs: If appeal is for a commercial use, will a variance for a sign be necessary?** N/A

If yes, specify: _____

10. **List names and addresses of all property owners whose properties are within 500 feet of the property in question. (Supplemental sheets of the same size may be attached)**

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

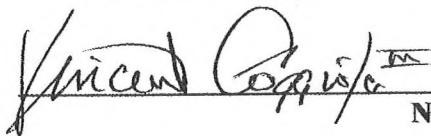
Matthew M. Deamling, Jr.
Signature of Applicant

Allen Tate III May Tate
Signature of Applicant

Commonwealth of Pennsylvania } SS.
County of BUCKS }

MATTHEW MANNHEIZ JR, being duly sworn, according to law, deposes and says that he is the above-named Applicant; that he is authorized to, and does, take this Affidavit on behalf of the Owner, and that the foregoing facts are true and correct.

Sworn to and described before me
This 02 day of MARCH 2021



Notary Public

Commonwealth of Pennsylvania - Notary Seal
VINCENT COGGIOLA III - Notary Public
Bucks County
My Commission Expires Dec 13, 2023
Commission Number 1238547

My Commission expires: 12-13-2023

The Zoning Hearing Board functions are as follows:

To hear and decide appeals from a decision or determination of any administrative official in the enforcement of the Zoning Ordinance and its amendments. Such appeals must be made within 30 days after the date of the decision.

To hear and decide Special Exceptions to the terms of the Zoning Ordinance and its amendments as specifically set forth and permitted by the ordinance(s).

To authorize, upon application/appeal, in specific cases, such variance from the terms of the Zoning Ordinance and its amendments, as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Ordinance will result in unnecessary hardship and so that the spirit of the Ordinance will be observed and substantial justice done. The burden of proof of the "unnecessary hardship" as defined by the courts shall rest on the applicant. The circumstances must be unique and applicable to the applicant's particular property and no other. The possibility of the applicant's earning a greater financial return if a variance were granted does not in itself constitute sufficient reason for such a variance.

Instructions:

- (1) For 2(A) or (B), one (1) copy of the plan (if size 8 1/2" x 11") or eight (8) copies (if larger than size 8 1/2" x 11") must be attached to the appeal. The plan should be prepared by a professional engineer or surveyor, but the Board will accept any plan which is complete and accurate, provided that if not prepared by a professional engineer or surveyor, the person who prepared the plan must be prepared to state under oath at the formal hearing that the plan is complete and accurate. The plan must contain all information relevant to the appeal, including but not limited to, the following: the property related to a street, the dimensions and area of the lot, the dimensions and location of existing buildings or improvements, the dimensions and locations of proposed uses, buildings or improvements.**
- (2) An application fee must accompany this Application/Appeal and is not returnable once it is accepted.**

Residential Application Fee	\$800.00
Request for Continuance Fee	\$200.00*
Non-residential Application Fee	\$1,200.00
Request for Continuance Fee	\$200.00*

***A fee of \$200.00 is required for each applicant requested postponement or continuance**

- (3) Submit copy of deed with application.**
- (4) This application must be filed with the Township Office by the 3rd Friday of the month to be on the agenda for the following month.**
- (5) Applicant must be present at hearing otherwise the petition will be dismissed unless postponed by the Zoning Hearing Board upon cause shown or upon their motion.**
- (6) All meetings of the Zoning Hearing Board shall be open to the public.**
- (7) No decision by the Zoning Hearing Board shall relieve any applicant from the responsibility of obtaining any required permits in the manner prescribed by the Zoning Ordinance.**
- (8) Once the application is approved by the Zoning Hearing Board, the time limit for the commencement of improvements is one year.**

Application Last Revised 01/08/2020

Commonwealth of Pennsylvania

County of Bucks

SS.

Allen Tate and Gaye Tate, being duly sworn, according to law, deposes and says that they are the above-named Applicant; that they are authorized to, and does, take this Affidavit on behalf of the Owner, and that the foregoing facts are true and correct.

Sworn to and described before me
This 18th day of March, 2021.

Janaki Venkatesan

Notary Public

My Commission Expires: 07/12/2023

Commonwealth of Pennsylvania - Notary Seal
Janaki Venkatesan, Notary Public
Bucks County
My commission expires July 12, 2023
Commission number 1263594
Member, Pennsylvania Association of Notaries

Rider for 1 Naomi Lane and 2 Naomi Lane

The Applicants are Allen Tate/Gay F. Tate (“Tates”) and Matthew Mannherz (“Mannherz”). As noted below, the Applicants are primarily looking to correct the property line separating their properties. Also, the Tates are seeking to consolidate 2 lots. As a result of the lot line issues, the Applicants are seeking two dimensional variances (lot size and lot width) as discussed below.

Mannherz lives on 1 Naomi Lane (Tax Map Parcel 26-010-009) and the Tates on 2 Naomi Lane (Tax Map Parcel 26-010-010). There was a dispute between the Tates and Mannherz regarding the property line separating their adjoining properties. Litigation ensued and the parties arrived at a settlement agreement whereby the Tate property line abutting the Mannherz property line will shift as shown on the attached plan. The Tates are also consolidating the parcel referred to as the “Water Company Parcel”, aka Parcel Number 26-010-010-001, on the Plan prepared by Jonathan Tabas with Parcel Number 26-010-010.

The relief being requested are two dimensional variance for the property at 1 Naomi Lane owned by Mannherz. The variances are for lot size and lot width. Presently, this parcel has a lot size of approximately 41,010 square feet and is therefore undersized as 2 acres is the minimum lot size in the SR2 Zoning District. As a result of the proposed lot line change, the property at 1 Naomi Lane will be decreased by approximately 2,580 square feet, and the property at 2 Naomi Lane will be increased by the same amount due to the lot line change. It should be noted that the property at 2 Naomi Lane is also being increased by the consolidation of the property at Parcel Number 26-010-010-001. Thus, the property at 1 Naomi Lane will now be approximately 38,430 square feet. Additionally, the lot width is being reduced from 185’ to 175’ as a result of the lot line correction. The property at 2 Naomi Lane will now be 1.752 acres (previously 1.268 acres) after the lot line correction and the consolidation of Parcel Number 26-010-010-001. While still under 2 acres, the parcel is now being made more compliant and it is not believed that a variance is needed for this lot.

Certainly, none of the traditional components of a standard subdivision are present, such as traffic, storm water control, environmental impact, etc. No construction is proposed as a result of this application. The properties at 1 and 2 Naomi Lane are both used for single family dwellings. They will both remain as single family dwellings. The only difference is that approximately 2,580 square feet of land is being moved from one property to the other to settle litigation. The general use and appearances of the 2 lots shall remain unchanged.

The Applicant is also seeking any other relief that the Zoning Board determines is needed for this application.

____ day of _____, 2020, before me, the subscriber, a
of the Commonwealth of Pennsylvania, personally appeared
w Mannherz, Record Owner of Parcel 26-010-009, who
I this plan to be the official plan of property shown thereon, SITUATE in New Britain
cks County, Pennsylvania, and desired that this plan be recorded according to law.

on expires _____ .

Resolution of the Board of Supervisors of New Britain Township, Bucks County, PA,
____ day of _____, 2020,

the New Britain Township Planning Commission
____ day of _____, 2020,

the New Britain Township Engineer
____ day of _____, 2020,

AND REVIEWED. Report prepared by the Bucks County Planning
in accordance with the Municipalities Planning Code.
Certified this date: _____

Executive Director, Bucks County Planning Commission

Deeds:
the Office of the Recorder of Deeds at Doylestown,
in Plan Book _____, Page _____
____ day of _____, 2020,

0 50 100 Graphic Scale In Feet 200 250 300

IAN J. TABAS, PE, PLS

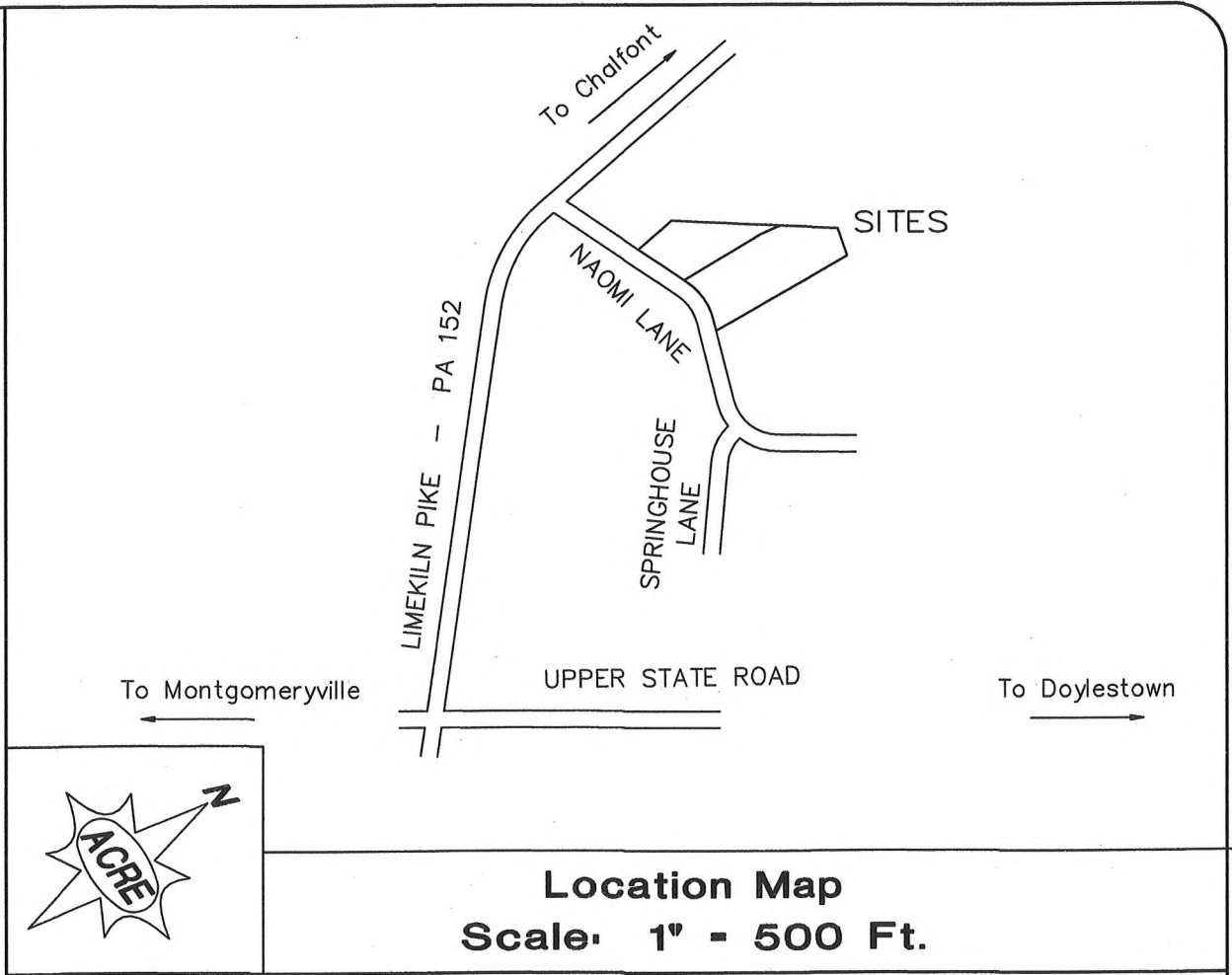
PA PLS #29279-E
RE Engineers & Land Surveyors
Box 600, Feasterville, PA 19053
Tel: (215) 752-2000
Email: AcreSurvey @ hotmail.com

LOT LINE CHANGE PLAN PREPARED FOR

MANNHERZ and TATE

SITES: 1 NAOMI LANE & 2 NAOMI LANE
Chalfont, PA 18914
New Britain Township, Bucks County, PA

W | DATE: 01 Sept 2020 | SCALE: 1" = 50' (1:600) | SHEET 1 OF 1 | DWG NO: C-1



From these presents may come, know ye that we,
& Gay F. Tate, Record Owners of Parcels 26-010-010 & 26-010-010-001,
 do hereby grant, sell, convey and confirm unto
 upon our land, SITUATE in New Britain Township, Bucks County, PA,
 according to this plan, which is intended to be forthwith recorded.
 hand and seal this _____ day of _____, 2020:

_____ day of _____, 2020, before me, the subscriber, a
 of the Commonwealth of Pennsylvania, personally appeared
& Gay F. Tate, Record Owners of Parcels 26-010-010 & 26-010-010-001, who
 presented to me this plan to be the official plan of property shown thereon, SITUATE in New Britain
 Township, Bucks County, Pennsylvania, and desired that this plan be recorded according to law.

My commission expires _____.

From these presents may come, know ye that I,
W. Mannherz, Record Owner of Parcel 26-010-009,
 do hereby grant, sell, convey and confirm unto
 upon my land, SITUATE in New Britain Township, Bucks County, PA,
 according to this plan, which is intended to be forthwith recorded.
 hand and seal this _____ day of _____, 2020:

COMPLETED BY THE TOWNSHIP

APPLICATION # _____

DATE FILED 4-21-21

FEE PAID \$800.00

chk # 294; Rec # 10801; KG

It is the applicant's responsibility to complete all pertinent sections of this form. Please contact the Zoning Officer prior to submittal if you need any assistance.

APPLICATION/APEAL TO ZONING HEARING BOARD
NEW BRITAIN TOWNSHIP
207 PARK AVENUE
CHALFONT, PA 18914
PHONE 215-822-1391 FAX 215-822-6051

1. Date: 4/16/2021

2. Classification of Application/Appeal (Check one or more if applicable):

A. Request for Variance

B. Request for Special Exception

C. Other _____

3. Applicant:

(a) Name: Katharine Brown + Rich Karaszkiwicz

(b) Mailing address: 1 Ferry Road, New Britain PA 18901
email KATHARINE.E.BROWN@GMAIL.COM

(c) Telephone number: K=2679028353 R=2152371430

(d) State whether owner of legal title, owner of equitable title, or tenant with the permission of owner of legal title: owner of legal title

* Proof of title to the property affected must be available to the Zoning Hearing Board at all hearings.

4. Applicant's attorney, if applicable:

(a) Name: Not Applicable

(b) Mailing Address: "

(c) Telephone number: "

(d) Email Address: "

5. Property:

(a) Present Zoning Use Classification: residential

b) Tax Parcel Number: 26-011-007

(c) Location (With reference to nearby intersections or prominent features):
corner of Ferry Road and Park Avenue

6. Proposed use of property/construction: residential - Requesting a variance for a fence. Please see attached letter

7. Cite specific section(s) of Zoning Ordinance from which relief is being requested:
Chapter 27 zoning, Section 27-305.43.1

8. Has any previous application/appeal been filed concerning the subject of this appeal? NO
If yes, specify: _____

9. Signs: If appeal is for a commercial use, will a variance for a sign be necessary? N/A
If yes, specify: Not Applicable

10. List names and addresses of all property owners whose properties are within 500 feet of the property in question. (Supplemental sheets of the same size may be attached)
See Attached.

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

Katharine Brown
Signature of Applicant

[Signature]
Signature of Applicant

Commonwealth of Pennsylvania } SS.
County of

_____, being duly sworn, according to law, deposes and says that he is the above-named Applicant; that he is authorized to, and does, take this Affidavit on behalf of the Owner, and that the foregoing facts are true and correct.

Sworn to and described before me
This _____ day of _____

Notary Public

My Commission expires:

The Zoning Hearing Board functions are as follows:

To hear and decide appeals from a decision or determination of any administrative official in the enforcement of the Zoning Ordinance and its amendments. Such appeals must be made within 30 days after the date of the decision.

To hear and decide Special Exceptions to the terms of the Zoning Ordinance and its amendments as specifically set forth and permitted by the ordinance(s).

To authorize, upon application/appeal, in specific cases, such variance from the terms of the Zoning Ordinance and its amendments, as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Ordinance will result in unnecessary hardship and so that the spirit of the Ordinance will be observed and substantial justice done. The burden of proof of the "unnecessary hardship" as defined by the courts shall rest on the applicant. The circumstances must be unique and applicable to the applicant's particular property and no other. The possibility of the applicant's earning a greater financial return if a variance were granted does not in itself constitute sufficient reason for such a variance.

Question 10

List names and addresses of all property owners whose properties are within 500 feet

4 Ferry Road	Diane and Gregg Rubinski
16 Ferry Road	Jeffrey and Gail Harris
10 Callowhill Road	Eric Soroker
11 Ferry Road	Michael Carter
15 Ferry Road	Bernard Pickett
19 Ferry Road	John and Patricia Cahill
338 Park Ave	Marie Schmidt
345 Park Ave	Sarah A Gerding

April 16 2020

Dear New Britain Township Zoning Hearing Board,

My husband and I received a notice that our recently installed fence violates the township's zoning ordinance. We would like to apply for a variance for that fence. In this application we have also included information about our proposed future plans to replace another fence on the property. Our house sits on the road, on the corner of Ferry Road and Park Ave, below details the current situation.

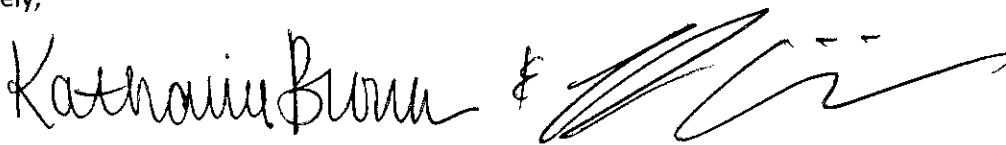
- Along a section of the Ferry Road, we replaced a damaged chain link fence. When the new fence was installed, by Helm Fencing, we used the existing lines for the placement. To the right of the house, the new fencing extends from the corner of the house towards Park Ave., there is a slight curve on the last panel, as we did not want to obstruct any views. To the left, the fence extends the side of the house and sits between the house & the driveway.
- Along the Park Avenue side, there is a makeshift fence, which existed when we purchased the property. We want to replace this section in the future. We would like to replace it with a fence that would tie into what we installed on Ferry Road.

Prior to installing the fencing, we did call the township and asked about permits. We were correctly told that permits were not required but that we were to follow the zoning ordinances. We did look up and read the ordinances on the site. However, we had identified the section along Ferry as our side yard. When reviewing this request, please take into account that we were operating under the assumption that we were following all the rules and guidelines. We have been working hard on restoring the property and getting it ready for us to move in. We choose the fence because we wanted to improve the appearance while also creating privacy, adding a noise buffer from the traffic, and also trying to keep the deer from jumping out into traffic from our yard. We did not intentionally mean to violate the zoning ordinances.

For your reference, I have included snippets of our property lines, from Bucks County Parcel and Flood Line Viewer, and roughly identified where the installed fence sits (green lines) and where the proposed replacement fencing (blue lines) would be placed. I have also included pictures of the newly installed fence.

Thank you for your time and consideration.

Sincerely,

Handwritten signatures of Katharine Brown and Rich Karaszewicz. The signature for Katharine Brown is on the left, and the signature for Rich Karaszewicz is on the right, separated by an ampersand (&).

Katharine Brown and Rich Karaszewicz





View from Ferry Road



View from Park Avenue/Callowhill Road



View of fence located between house and driveway



Interior view of fence between house and driveway



BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2018052121

Recorded On 9/20/2018 At 11:32:25 AM

* Total Pages - 4

* Instrument Type - DEED

Invoice Number - 963193 User - KGB

* Grantor - CANNON, MARY G

* Grantee - BROWN, KATHARINE E

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE TRANSFER TAX	\$2,600.00
RECORDING FEES	\$81.75
CENTRAL BUCKS SCHOOL DISTRICT REALTY TAX	\$1,300.00
NEW BRITAIN TOWNSHIP	\$1,300.00
TOTAL PAID	\$5,281.75

Bucks County UPI Certification
On September 20, 2018 By JJK

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
MID ATLANTIC REGIONAL ABSTRACT
2003 S. STATE ROAD, SUITE 106
DOYLESTOWN, PA 18901

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Robin M. Robinson

Robin M. Robinson
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



Prepared By: **Mid Atlantic Regional Abstract, LLC**
ATTN: Lisa Horan
2003 S. Easton Road, Suite 106
Doylestown, PA18901
Phone: 267-247-0555

Return To: **Mid Atlantic Regional Abstract, LLC**
ATTN: Lisa Horan
2003 S. Easton Road, Suite 106
Doylestown, PA18901
Phone: 267-247-0555

26-011-067
1 Ferry Road, Doylestown, PA 18901
File No. 214-009958

Fee Simple Deed

This Deed, made on **September 20, 2018**, between,

Mary G. Cannon

hereinafter called the Grantor of the one part, and

Katharine Elizabeth Brown and Richard C. Karaszkievicz III

hereinafter called the Grantees of the other part,

Witnesseth, that in consideration of **Two Hundred Sixty Thousand and 00/100 Dollars, (\$260,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, his/her/their heirs and assigns, as *tenants by the entirety*.

ALL THAT CERTAIN lot or tract of land situate in the Township of New Britain, County of Bucks and Commonwealth of Pennsylvania, being known as Lot No. 3, as shown on a certain plan entitled Final Plan Record Plan Cannon Tract, as recorded in the Office of the Recorder of Deeds of Bucks County, Pennsylvania in Plan Book 280, Page 72.

PARCEL NO. 26-011-067

BEING PART OF the same premises which David R. Ward and Anna M. Ward, his wife, by Deed dated 08/30/1977 and recorded 08/30/1977 in the Office of the Recorder of Deeds in and for the County of Bucks in Deed Book 2253, Page 430, granted and conveyed unto Edward J. Cannon and Mary G. Cannon, husband and wife, as tenants by the entirety.

AND THE SAID Edward J. Cannon, has since departed this life on 03/13/2018, leaving title vested in Mary G. Cannon by right of survivorship.

And the said Grantor does hereby covenant to and with the said Grantees that he/she/they, the said Grantor, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, his/her/their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/they or any of them.

In witness whereof, the said Grantor have caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness *Lisa Horan* *Mary G. Cannon*
Mary G. Cannon

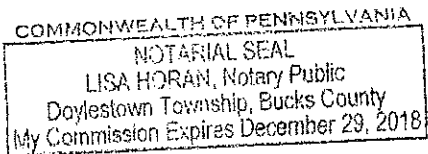
State/Commonwealth of Pennsylvania

County of Bucks

On this 20th day of September, 2018, before me, the undersigned officer, personally appeared Mary G. Cannon, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Lisa Horan Notary Public



DEED

File No. 214-009958

Grantor: Mary G. Cannon

Grantee: Katharine Elizabeth Brown and Richard C. Karaszkievicz III

I certify the address of the Grantee to be, and mail tax bill to:

1 Ferry Road, Doylestown, PA 18901

Certified by: [Signature]

Premises: 1 Ferry Road, Doylestown, New Britain Township, Bucks County, State/Commonwealth of Pennsylvania

Variance for Fence

Instructions:

(1) For 2(A) or (B), **one (1) copy of the plan** (if size 8 1/2" x 11") or eight (8) copies (if larger than size 8 1/2" x 11") must be attached to the appeal. The plan should be prepared by a professional engineer or surveyor, but the Board will accept any plan which is complete and accurate, provided that if not prepared by a professional engineer or surveyor, the person who prepared the plan must be prepared to state under oath at the formal hearing that the plan is complete and accurate. The plan must contain all information relevant to the appeal, including but not limited to, the following: the property related to a street, the dimensions and area of the lot, the dimensions and location of existing buildings or improvements, the dimensions and locations of proposed uses, buildings or improvements.

(2) An application fee must accompany this Application/Appeal and is not returnable once it is accepted. Payable to New Britain Township

Residential Application Fee	\$800.00
Request for Continuance Fee	\$200.00*
Non-residential Application Fee	\$1,200.00
Request for Continuance Fee	\$200.00*

*A fee of \$200.00 is required for each applicant requested postponement or continuance

(3) **Submit copy of deed with application.**

(4) This application must be filed with the Township Office by the 3rd Friday of the month to be on the agenda for the following month.

(5) Applicant must be present at hearing otherwise the petition will be dismissed unless postponed by the Zoning Hearing Board upon cause shown or upon their motion.

(6) All meetings of the Zoning Hearing Board shall be open to the public.

(7) No decision by the Zoning Hearing Board shall relieve any applicant from the responsibility of obtaining any required permits in the manner prescribed by the Zoning Ordinance.

(8) Once the application is approved by the Zoning Hearing Board, the time limit for the commencement of improvements is one year.

Property - 1 Ferry Road

Application Last Revised 01/08/2020

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
NBTPE010	CASH/NBT PETTY CASH								
		21000161	04/28/21	DESIGNER BINGO PETTY CASH	Open	500.00	0.00		
JONAT015	JONATHAN MUDRICK								
		21000162	04/28/21	MAILBOX DAMAGGE REIMBURSEMENT	Open	75.00	0.00		

Total Purchase Orders: 2 Total P.O. Line Items: 0 Total List Amount: 575.00 Total Void Amount: 0.00

**MAY 3, 2021
EXPENDITURES PREVIEW APPROVAL**

NBT BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS

ATTEST: _____

DATE: _____