



# TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania  
Founded: 1723

BOARD OF SUPERVISORS

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

Eileen M. Bradley  
Township Manager

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**Board of Supervisors  
Regular Meeting Agenda  
April 5, 2021**

**5:50 p.m. Executive Session  
7:00 p.m. Regular Meeting**

**Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair: The Board met in Executive Session prior to this meeting to discuss personnel issues and litigation
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of March 15, 2021
6. Departmental Reports
7. Consideration of Old Business
8. Consideration of New Business
  - 8.1. Shrine of Czestochowa
9. Consent Agenda
  - 9.1. Casadonti Homes, Inc. executed a Professional Services Agreement for 1121 Upper Stump Road, TMP #26-004-001, with corresponding legal and engineering escrow of \$5,000.00.
  - 9.2. Thomas and Anne Marie Litchko have executed a Professional Services Agreement for 5 Naomi Lane, TMP #26-010-023, with corresponding legal and engineering escrow of \$5,000.00.

- 9.3. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #5 for the Mill Ridge Subdivision for \$85,365.00, leaving \$470,508.35 remaining.
10. Board of Supervisors Comments
11. Administration Comments
  - 11.1. On Thursday, April 15 at 7:00 p.m., the Zoning Hearing Board will consider two applications. Interested parties are encouraged to attend.
    - a. Thomas and Donna McGuire, 130 Callowhill Road, TMP #26-003-140, a B1 Use in the WS District requests a variance from fence height and fence anchoring in the floodplain for a perimeter deer fence 8ft. in height.
    - b. Michael and Julie Duffey, 522 Ferry Road, TMP #26-014-017, a B2 Use in the WS District requests a variance to allow 13.56% impervious, where 12% is allowed, for impervious surface added, since 2011 without permits, and for the installation of a residential swimming pool.
  - 11.2. 113 Dolly Lane
  - 11.3. Jones/Briggs Open Space Plan
12. Solicitor and Engineer Comments
13. Public Comment
14. Other Business
15. Payment of Bills
  - 15.1. Bills List dated March 11, 2021 for \$10,120.00.
  - 15.2. Bills List dated March 24, 2021 for \$1,546.26.
  - 15.3. Bills List dated April 1, 2021 for \$119,140.60.
16. Adjournment:

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, April 26, 2021 at 7:00 p.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at [www.newbritaintownship.org](http://www.newbritaintownship.org).*

**BOARD OF SUPERVISORS  
MEETING MINUTES  
March 15, 2021**

A Work Session Meeting of the New Britain Township Board of Supervisors was held on Monday, March 15, 2021, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 9:00 a.m. Present were Supervisors: Chair Gregory T. Hood, Vice-Chair Helen B. Haun, Members William B. Jones, III, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Interim Township Manager Michael Walsh, Township Engineer Craig Kennard, and Township Solicitor Peter Nelson, Esq.

- 1. Call to Order:** Mr. Hood called the Meeting to order.
- 2. Pledge of Allegiance:** Mr. Hood led the Board and audience in the Pledge of Allegiance.
- 3. Announcements:** Mr. Hood announced that the Board had met in Executive Session prior to this Meeting to discuss personnel issues, land acquisition, and litigation.
- 4. Public Comment on Non-Agenda Items:** There was no Public Comment at this time.
- 5. Approval of Minutes:**
  - 5.1. Minutes of Meeting of March 1, 2021:**

**MOTION: A motion was made by Mrs. Jones, seconded by Mrs. Haun, and unanimously approved to accept the March 1, 2021 Minutes as written.**
- 6. Departmental Reports:**
  - 6.1. Code Department Report for February 2021:** Mr. Walsh presented the Code Department Report for February 2021.
  - 6.2. Police Department Report for February 2021:** Chief Scafidi presented the Police Department Report for February 2021.
  - 6.3. Public Works Department Report for February 2021:** Mr. Walsh presented the Public Works Department Report for February 2021.
- 7. Consideration of Old Business:** There was no Old Business at this time.
- 8. Consideration of New Business:**
  - 8.1 Butler Avenue Corridor:** Mr. Walsh stated he would have a more in-depth conversation with the new Township Manager once he comes on board and provided the board with all uses in the various zoning districts along the corridor.

The Board discussed several options for the Butler Avenue Corridor including speaking with property owners, speaking with developers, and finding ways to incentivize businesses to revitalize the corridor.

Mr. Nelson stated he had an acquaintance that he would ask to come and speak at a future work session and provide input on the purpose of the C-1 Commercial District.

**9. Consent Agenda:** There was no Consent Agenda at this time.

**10. Board of Supervisors' Comments:** Mrs. Haun stated the new water line on Ferry Road that was originally scheduled to begin this summer has been placed on hold until the beginning of next summer at the earliest.

Mr. Hood stated a resident had stopped him inquiring about the creek located by 210 and 212 Cornwall Drive. There seems to be active blockage from the water in that area. Mr. Walsh will speak with the Public Works Department.

Ms. McCabe thanked the Public Works for their great job plowing.

**11. Township Administration Comments:**

**11.1. Setting July 4<sup>th</sup> Parade Date:** Mr. Walsh asked the Board to authorize the 4<sup>th</sup> of July Parade to take place on Saturday, July 3, 2021.

**MOTION: A motion was made by Mrs. Haun, seconded by Mrs. Jones, and unanimously approved to hold the 4<sup>th</sup> of July Parade on Saturday, July 3, 2021.**

**11.2. 2021 – 2022 Consortium Materials Bid Award:** Mr. Walsh stated that the Bucks County Consortium of Communities held a joint Materials Bid on February 26, in which New Britain was the host municipality. Staff recommended the following awards to apparent low bidders: Eureka Stone Quarry for blacktop at \$47.49 per ton and Eureka Stone Quarry for stone of various type and price.

**MOTION: Upon motion by Mrs. Jones, seconded by Mr. Hood, the Board unanimously approved awarding Eureka Stone Quarry for blacktop at \$47.49 per ton and for stone of various type and price.**

**12. Solicitor and Engineer Comments:**

**12.1. Keller Road Bridge:** Mr. Kennard requested that the preliminary cost and design of Kelly Road Bridge be placed on hold till new Township Manager arrives.

Mr. Nelson stated he had no solicitor comments at this time.

**13. Public Comment:** Mr. Robert Byrne of Forest Park Drive commented about the Butler Avenue corridor discussion.

Mr. Hood called for online Public Comment: There was no online Public comment.

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

**15. Payment of Bills:**

**15.1. Bills List dated March 1, 2021 for \$4,149.79 (medical reimbursements):**

**MOTION: Upon motion by Mrs. Jones, seconded by Ms. McCabe, the Board unanimously approved the Bills List dated March 1, 2021 for \$4,149.79 (medical reimbursements).**

**15.2. Bills List dated March 4, 2021 for \$99,495.50:**

**MOTION:** Upon motion by Mrs. Haun, seconded by Mr. Jones, the Board unanimously approved the Bills List dated March 4, 2021 for \$99,495.50.

**15.3. Bills List dated March 8, 2021 for \$243,038.18:**

**MOTION:** Upon motion by Mr. Jones, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated March 8, 2021 for \$243,038.18.

**15.4. Bills List dated March 9, 2021 for \$76,573.84:**

**MOTION:** Upon motion by Mrs. Jones, seconded by Ms. McCabe, the Board unanimously approved the Bills List dated March 9, 2021 for \$76,573.84.

**15.5. Bills List dated March 10, 2021 for \$48,515.00:**

**MOTION:** Upon motion by Mrs. Haun, seconded by Mr. Jones, the Board unanimously approved the Bills List dated March 10, 2021 for \$48,515.00.

**16. Adjournment:**

**MOTION:** There being no further business or comment, a motion was made by Mrs. Haun, seconded by Mrs. Jones, and unanimously carried, to adjourn the meeting at 10:20 a.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



## New Britain Township

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

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### Property Details

**Parcel Number:** 26-012-016-001

#### Site Information

Site Address: 86 OLD LIMEKILN ROAD  
DOYLESTOWN, PA 18901

Subdivision:  
Municipality: New Britain Township

#### Ownership Information

First Name: LEIGH E. Home Phone:  
Last Name: HOPKINS Business Phone:  
Business: Cell Phone:  
Mailing Address: 86 OLD LIMEKILN ROAD Fax Phone:  
DOYLESTOWN, PA 18901-5534 Email:

#### Additional Owners

First Name: Home Phone:  
Last Name: Business Phone:  
Business: Cell Phone:  
Mailing Address: Fax Phone:  
Email:

#### Site Details

Zoning District: WS Fire District: Chalfont  
Land Use: 1051 - Residence w/ 10+ AC to 20 / Ambulance:  
Census: 102002 Sewer Authority:  
School District: Central Bucks SD Water Authority:  
Sewer Type: Septic Commercial Units: 0.00  
Water Type: Well Ward:  
Acres: 14.11 Equiv. Dwelling Units: 0.00  
Sq Ft: 614,631.00 Property Type:  
Lot Width (Ft): 0.00 Voting District:  
Lot Depth (Ft): 0.00 Police District:  
Irregular: No Lot Number:

#### Legal Description



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

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### Property Details

**Parcel Number:** 26-012-016-001

#### Improvement Information

Living Area: 2,719  
Year Built: 1985  
Bedrooms: 3  
Full Baths: 3  
Half Baths: 0  
Total Rooms: 5  
Sale Date: 07/26/2000  
Recording Date: 07/26/2000  
Sale Price (\$): \$76,000.00  
Deed Book: 2149  
Deed Page: 454  
Basement Type: Full  
Exterior Wall: Frame

#### Tax Information

Tax Year:  
Assessed Year:  
Taxpayer Type: Residential  
Property Tax (\$): \$0.00  
Land Value (\$): \$26,160.00  
Improved Value (\$): \$0.00  
Total Value (\$): \$64,360.00  
Percent Improved (%): 0.00

#### Miscellaneous Characteristics

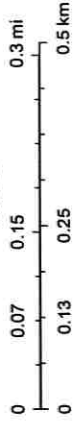
# 86 Old Limekiln



March 31, 2021

- Override 1
- Parcels
- Boundary

1:9,028



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





## New Britain Township

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

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### Property Details

**Parcel Number:** 26-011-059

#### Site Information

Site Address: 654 FERRY ROAD  
DOYLESTOWN, PA 18901

Subdivision:  
Municipality: New Britain Township

#### Ownership Information

First Name:  
Last Name:  
Business: SHRINE OF CZESTOCHOWA  
Mailing Address: P.O. BOX 2049  
DOYLESTOWN, PA 18901

Home Phone: (215) 345-0600  
Business Phone:  
Cell Phone:  
Fax Phone: (215) 348-2148  
Email: info@czestochowa.us

#### Additional Owners

First Name:  
Last Name:  
Business:  
Mailing Address:

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

#### Site Details

Zoning District: IN  
Land Use: 5901 - Exempt - Churches  
Census: 104604  
School District: Central Bucks SD  
Sewer Type: Septic  
Water Type: Well  
Acres: 122.79  
Sq Ft: 5,349,037.00  
Lot Width (Ft): 0.00  
Lot Depth (Ft): 0.00  
Irregular: No

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

#### Legal Description



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

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### Property Details

**Parcel Number:** 26-011-059

#### Improvement Information

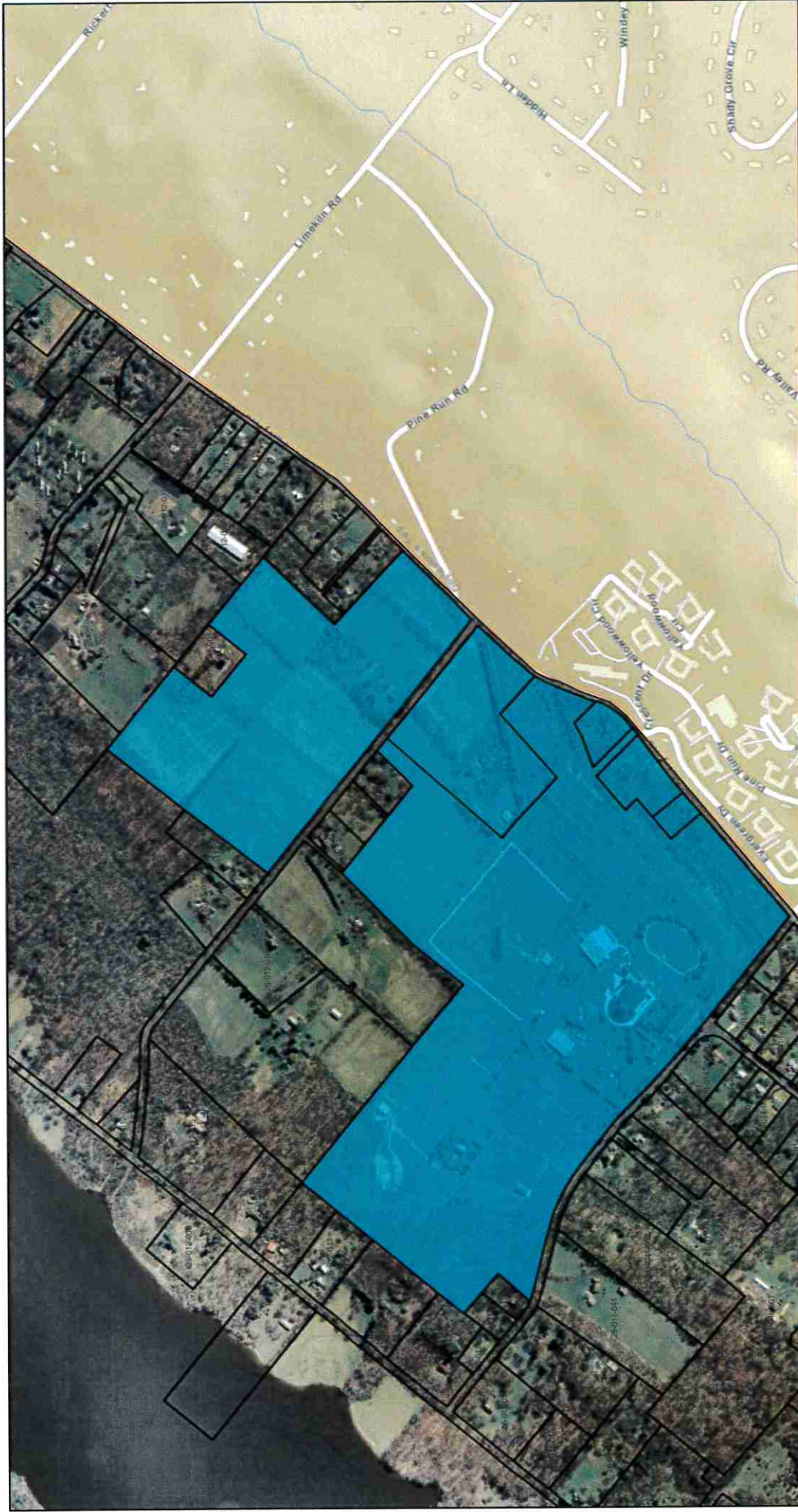
Living Area: 0  
Year Built:  
Bedrooms: 0  
Full Baths: 0  
Half Baths: 0  
Total Rooms: 0  
Sale Date: 03/31/2000  
Recording Date: 03/31/2000  
Sale Price (\$): \$1.00  
Deed Book: 2044  
Deed Page: 2348  
Basement Type:  
Exterior Wall:

#### Tax Information

Tax Year:  
Assessed Year:  
Taxpayer Type:  
Property Tax (\$): \$0.00  
Land Value (\$): \$439,550.00  
Improved Value (\$): \$0.00  
Total Value (\$): \$4,986,280.00  
Percent Improved (%): 0.00

#### Miscellaneous Characteristics

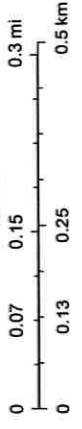
# Shrine Properties



March 31, 2021

- Override 1
- Parcels
- Boundary

1:9,028



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

### **Consent Agenda Items for the Next Meeting (04/05/21)**

1. Casadonti Homes, Inc. executed a Professional Services Agreement for 1121 Upper Stump Road, TMP #26-004-001, with corresponding legal and engineering escrow of \$5,000.00.
2. Thomas and Anne Marie Litchko have executed a Professional Services Agreement for 5 Naomi Lane, TMP #26-010-023, with corresponding legal and engineering escrow of \$5,000.00.
3. Hallmark Homes-Mill Ridge LLC has executed Escrow Release #5 for the Mill Ridge Subdivision for \$85,365.00, leaving \$470,508.35 remaining.

**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 **Casadonti Homes, Inc.**, of **PO BOX 5, 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 **1121 Upper Stump Road**, also known as Bucks County Tax Map Parcel No(s). **26-004-001** (hereinafter referred to as the “**Property**”); and

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

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

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

**WHEREAS**, Developer has requested and/or requires the Township’s inspection and/or approval of the work undertaken on the Property in conjunction with the requested permit(s); and

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

**NOW, THEREFORE**, the parties agree as follows:

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

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

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

4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

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

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

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

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

Developer shall be in default of this Agreement.

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

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

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

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

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



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

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

**FOR NEW BRITAIN TOWNSHIP:**

\_\_\_\_\_  
Michael Walsh, Assistant Township Manager

**FOR APPLICANT:**

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

By:  
(Applicant - Signature(s))

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

By:  
(Applicant - Signature(s))

**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 **Thomas and Anne Marie Litchko**, of **5 Naomi 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 **5 Naomi Lane, Chalfont, PA 18914**, also known as Bucks County Tax Map Parcel No(s). **26-010-023** (hereinafter referred to as the “**Property**”); and

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

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

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

**WHEREAS**, Developer has requested and/or requires the Township's inspection and/or approval of the work undertaken on the Property in conjunction with the requested permit(s); and

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

**NOW, THEREFORE**, the parties agree as follows:

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

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

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

administrative charge of **10% of billed expenses** that are incurred by the Township by reason of this Contract. All charges and fees shall be paid by Developer as required by the Township and in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

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

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

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

7. In the event Developer fails to provide sufficient funds for the Escrow Account as

required under this Agreement upon fifteen (15) days written notice to Developer or fails make the initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement.

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

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

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

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

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

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

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

**FOR NEW BRITAIN TOWNSHIP:**

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

**FOR APPLICANT:**

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

By:  
(Applicant - Signature(s))

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

By:  
(Applicant - Signature(s))



April 1, 2021

File No. 17-12046

Michael Walsh, Interim Manager  
207 Park Avenue  
Chalfont, PA 18914

Reference: Hallmark Homes-Mill Ridge LLC, Escrow Release #5  
Mill Ridge Major Subdivision (Assal Tract)  
TMP #26-003-003 (New Britain Township)

Dear Mike:

In response to the Applicant's request for the fifth escrow release associated with the above-referenced project, a representative from our office performed a site observation of the completed improvements. We have prepared Certificate of Completion #5 in the amount of **\$85,365.00** including retainage for consideration at an upcoming public meeting.

By copy of this letter to New Britain Township, we recommend the release of the funds as delineated on the attached breakdown and which equal Eighty-Five Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$85,365.00) to Hallmark Homes-Mill Ridge LLC. This leaves \$470,508.35 remaining in the escrow fund for work within New Britain Township. The escrowed site improvements are approximately 50% completed.

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

Sincerely,

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

JM/mz/sl

Enclosures: as referenced

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



March 29, 2021  
Project No.: G&A #17-12046

**CERTIFICATE OF COMPLETION NO. 5  
HALLMARK HOMES-MILL RIDGE LLC  
NEW BRITAIN TOWNSHIP**

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

We, the undersigned, hereby certify that the work provided for a certain Agreement between New Britain Township and Hallmark Homes-Mill Ridge LLC relative to the construction and installation of certain improvements to the Mill Ridge Subdivision have been completed to the extent of Eighty-Five Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$85,365.00). This certificate authorizes the Financial Security be reduced to the extent of **\$85,365.00** held by Meridian Bank pursuant to the Financial Security Agreement between the Township, the Bank, and Hallmark Homes-Mill Ridge LLC.

This draft is drawn upon the above stated security account and no other account which may be applicable to this project or in which Hallmark Homes-Mill Ridge LLC may have an interest. It is payable in an amount not to exceed \$85,365.00 to Hallmark Homes-Mill Ridge LLC or such other persons or parties as they shall designate.

**ESCROW SUMMARY**

Total Financial Security:	\$ 957,056.45
Amount of Previous Releases:	\$ 401,183.10
Amount of this Request:	\$ 85,365.00
Amount of Construction Available:	\$ 291,614.00
Total Escrow Remaining:	\$ 470,508.35

**NEW BRITAIN TOWNSHIP ENGINEER:**

Janene Marchand 03/29/2021  
Date  
Janene Marchand, P.E.  
Gilmore & Associates, Inc  
Township Engineers

**DESIGNATED DRAFT RECIPIENT:**

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

**NEW BRITAIN TOWNSHIP MANAGER:**

Michael Walsh, Interim Manager





**ESCROW STATUS REPORT**

PROJECT NAME:	Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION:	\$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 94,850.00
PROJECT NO.:	17-12046	TOTAL CONSTRUCTION CONTINGENCY:	\$83,222.30	RETAINAGE THIS RELEASE:	\$ 9,485.00
PROJECT OWNER:	Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL:	\$41,611.15	AMOUNT OF THIS RELEASE:	\$ <b>85,365.00</b>
MUNICIPALITY:	New Britain Township	TOTAL ESCROW POSTED:	\$957,056.45		
ESCROW AGENT:	Meridian Bank	RELEASE NO.:	5	TOTAL ESCROW RELEASED TO DATE:	\$ 486,548.10
TYPE OF SECURITY:	Acquisition Development and Construction Loan	RELEASE DATE:	March 29, 2021	TOTAL ESCROW REMAINING:	\$ 470,508.35
AGREEMENT DATE:	9/16/2020			TOTAL CONSTRUCTION CONTINGENCY:	\$ 83,222.30
				TOTAL ENG/INSP/LEGAL:	\$ 41,611.15
				TOTAL RETAINAGE TO DATE:	\$ 54,060.90
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 291,614.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 6
					TOTAL		TOTAL		TOTAL		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
<b>I. EROSION CONTROL</b>											
1. Rock Construction Entrance	EA	1	\$2,000.00	\$2,000.00			1	\$2,000.00			
2. Silt Sock - 8" (D,E,F,G,H)	LF	1,740	\$2.85	\$4,959.00			1,740	\$4,959.00			
3. Silt Sock - 12" (O,O,R)	LF	475	\$3.45	\$1,638.75			475	\$1,638.75			
4. Silt Sock - 18" (A,B,C,L,N,Q)	LF	1,210	\$5.50	\$6,655.00			1,210	\$6,655.00			
5. Silt Sock - 24" (I,J,K,P)	LF	520	\$10.00	\$5,200.00			520	\$5,200.00			
6. Silt Sock - 32" (M)	LF	385	\$12.00	\$4,620.00			385	\$4,620.00			
7. Clearing & Grubbing	LS	1	\$6,000.00	\$6,000.00			1	\$6,000.00			
8. Orange Tree Protection Fence	LF	3,435	\$1.80	\$6,183.00			3,435	\$6,183.00			
9. Temporary Seeding (Topsoil Pile Only)	LS	1	\$700.00	\$700.00			1	\$525.00	0.25	\$175.00	
10. R5 Rip Rap Lining	SY	80	\$50.00	\$4,000.00			80	\$4,000.00			
11. Rip Rap Lining	SY	40	\$60.00	\$2,400.00			40	\$2,400.00			
12. R7 Rip Rap Lining	SY	4	\$100.00	\$400.00					4	\$400.00	
13. Inlet Filters	EA	12	\$120.00	\$1,440.00					12	\$1,440.00	
14. S75 Matting	SF	190,500	\$0.15	\$28,575.00	57,150	\$8,572.50	57,150	\$8,572.50	133,350	\$20,002.50	
15. Filter Bag	EA	1	\$500.00	\$500.00			1	\$500.00			
16. E&S Maintenance	LS	1	\$2,500.00	\$2,500.00					1	\$2,500.00	
17. E&S Removal	LS	1	\$2,000.00	\$2,000.00					1	\$2,000.00	
<b>II. BASIN #1</b>											
1. Topsoil 8" Strip/Stockpile	CY	1,490	\$3.00	\$4,470.00			1,490	\$4,470.00			
2. Keyway Excavation	LF	350	\$5.00	\$1,750.00			350	\$1,750.00			
3. Basin Cut/Fill	CY	3,185	\$2.90	\$9,236.50			3,185	\$9,236.50			
4. Site Cut/Basin Fill	CY	2,000	\$2.90	\$5,800.00			2,000	\$5,800.00			
5. RCP O-Ring, CL III - 18"	LF	123	\$32.00	\$3,936.00			123	\$3,936.00			
6. DW Headwalls - 6"	EA	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
7. SDR - 26 PVC - 6"	LF	11	\$26.00	\$286.00			11	\$286.00			
8. Outlet Structure	EA	1	\$2,500.00	\$2,500.00			1	\$2,500.00			
9. Anti-Seep Collars	EA	2	\$750.00	\$1,500.00			2	\$1,500.00			
10. Respread Topsoil - 9"	CY	1,070	\$3.50	\$3,745.00					1,070	\$3,745.00	
11. Emergency Spillway	SF	900	\$1.50	\$1,350.00					900	\$1,350.00	
12. Conversion (Udrain & Amended Soil)	LS	1	\$30,000.00	\$30,000.00					1	\$30,000.00	
<b>III. BASIN #2</b>											
1. Topsoil 8" Strip/Stockpile	CY	760	\$3.00	\$2,280.00			760	\$2,280.00			
2. Keyway Excavation	LF	225	\$5.00	\$1,125.00			225	\$1,125.00			
3. Basin Cut/Fill	CY	890	\$2.90	\$2,581.00			890	\$2,581.00			
4. Basin Cut/Site Fill	CY	2,025	\$2.65	\$5,366.25			2,025	\$5,366.25			
5. Outlet Structure	EA	1	\$2,500.00	\$2,500.00			1	\$2,500.00			
6. RCP O-Ring, CL III - 24"	LF	50	\$45.00	\$2,250.00			50	\$2,250.00			
7. Anti-Seep Collars	EA	2	\$750.00	\$1,500.00			2	\$1,500.00			
8. Respread Topsoil - 9"	CY	515	\$3.50	\$1,802.50	515	\$1,802.50	515	\$1,802.50			
9. Emergency Spillway	SF	900	\$1.50	\$1,350.00					900	\$1,350.00	
10. Conversion (Udrain & Amended Soil)	LS	1	\$15,000.00	\$15,000.00					1	\$15,000.00	



**ESCROW STATUS REPORT**

PROJECT NAME:	Mill Ridge Subdivision-New Britain Township	TOTAL CONSTRUCTION:	\$832,223.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$	94,850.00
PROJECT NO.:	17-12046	TOTAL CONSTRUCTION CONTINGENCY:	\$83,222.30	RETAINAGE THIS RELEASE:	\$	9,485.00
PROJECT OWNER:	Hallmark Homes-Mill Ridge LLC	TOTAL ENG/INSP/LEGAL:	\$41,611.15	AMOUNT OF THIS RELEASE:	\$	<b>85,365.00</b>
MUNICIPALITY:	New Britain Township	TOTAL ESCROW POSTED:	\$957,056.45			
ESCROW AGENT:	Meridian Bank	RELEASE NO.:	5	TOTAL ESCROW RELEASED TO DATE:	\$	486,548.10
TYPE OF SECURITY:	Acquisition Development and Construction Loan	RELEASE DATE:	March 29, 2021	TOTAL ESCROW REMAINING:	\$	470,508.35
AGREEMENT DATE:	9/16/2020			TOTAL CONSTRUCTION CONTINGENCY:	\$	83,222.30
				TOTAL ENG/INSP/LEGAL:	\$	41,611.15
				TOTAL RETAINAGE TO DATE:	\$	54,060.90
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$	291,614.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 6
					TOTAL		TOTAL		TOTAL		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
<b>IV. BASIN #3</b>											
1. Topsoil 8" Strip/Stockpile	CY	1,540	\$3.00	\$4,620.00			1,540	\$4,620.00			
2. Keyway Excavation	LF	550	\$5.00	\$2,750.00			550	\$2,750.00			
3. Basin Cut/Fill	CY	1,990	\$2.90	\$5,771.00			1,990	\$5,771.00			
4. Basin Cut/Site Fill	CY	3,050	\$2.90	\$8,845.00			3,050	\$8,845.00			
5. Outlet Structure	EA	1	\$2,500.00	\$2,500.00			1	\$2,500.00			
6. DW Headwalls - 30"	EA	1	\$2,000.00	\$2,000.00			1	\$2,000.00			
7. RCP O-Ring, CL III - 30"	LF	45	\$65.00	\$2,925.00			45	\$2,925.00			
8. Anti-Seep Collars	EA	2	\$750.00	\$1,500.00			2	\$1,500.00			
9. Respread Topsoil - 9"	CY	880	\$3.50	\$3,080.00	880	\$3,080.00	880	\$3,080.00			
10. Emergency Spillway	SF	900	\$1.50	\$1,350.00					900	\$1,350.00	
11. Conversion (Udrain & Amended Soil)	LS	1	\$35,000.00	\$35,000.00					1	\$35,000.00	
<b>V. EARTHWORK</b>											
1. Topsoil 8" Strip/Stockpile	CY	10,800	\$2.90	\$31,320.00	2,800	\$8,120.00	10,800	\$31,320.00			
2. Diversion Swale Grading	LF	815	\$2.00	\$1,630.00			408	\$816.00	407	\$814.00	
3. Site Cut/Fill	CY	13,000	\$2.90	\$37,700.00	3,450	\$10,005.00	10,400	\$30,160.00	2,600	\$7,540.00	
4. Road Excavation for Widening	CY	200	\$15.00	\$3,000.00			200	\$3,000.00			
<b>VI. STORM SEWER</b>											
1. Saw Cutting	LF	140	\$1.00	\$140.00			140	\$140.00			
2. DW Headwalls - Double 29x45"	EA	2	\$5,000.00	\$10,000.00			2	\$10,000.00			
3. RCP Elliptical CL III - Double 29"x45" Crossing Road	LF	35	\$180.00	\$6,300.00			35	\$6,300.00			
4. DW Headwalls - 24" x 38"	EA	2	\$2,800.00	\$5,600.00			2	\$5,600.00			
5. RCP O-Ring, CL III - 24"x38" Crossing Road	LF	35	\$120.00	\$4,200.00			35	\$4,200.00			
6. RCP O-Ring, CL III - 18"	LF	2,000	\$40.00	\$80,000.00			2,000	\$80,000.00			
7. RCP O-Ring, CL III - 21"	LF	117	\$95.00	\$11,115.00			117	\$11,115.00			
8. RCP Elliptical, CL III - 24"x38"	LF	72	\$110.00	\$7,920.00			72	\$7,920.00			
9. RCP Elliptical, CL III - 29"x45"	LF	50	\$120.00	\$6,000.00			50	\$6,000.00			
10. DW Headwalls - 18"	EA	6	\$1,500.00	\$9,000.00			6	\$9,000.00			
11. DW Headwalls - 24"x38"	EA	2	\$3,200.00	\$6,400.00			2	\$6,400.00			
12. DW Headwalls - 29"x45"	EA	1	\$3,500.00	\$3,500.00			1	\$3,500.00			
13. Type C Inlet - 4'	EA	13	\$2,200.00	\$28,600.00			13	\$28,600.00			
<b>VII. CONCRETE</b>											
1. Sidewalk	SF	4,610	\$4.00	\$18,440.00					4,610	\$18,440.00	
2. Aprons	SF	480	\$5.00	\$2,400.00					480	\$2,400.00	
3. Belgian Block Curb	LF	1,950	\$19.00	\$37,050.00			1,950	\$37,050.00			



**ESCROW STATUS REPORT**

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ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 6
					TOTAL		TOTAL		TOTAL		
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
<b>VIII. MILL RIDGE ROAD PAVING</b>											
1. Fine Grade for Paving	SY	3,200	\$0.80	\$2,560.00			3,200	\$2,560.00			
2. 2A Mod Subbase - 6"	SY	3,200	\$4.80	\$15,360.00			3,200	\$15,360.00			
3. 25mm Superpave Base - 4-1/2"	SY	3,200	\$17.00	\$54,400.00	3,200	\$54,400.00	3,200	\$54,400.00			
4. Sweep & Tack Seal	SY	3,200	\$0.50	\$1,600.00					3,200	\$1,600.00	
5. 9.5mm Superpave - 1-1/2"	SY	3,200	\$8.00	\$25,600.00					3,200	\$25,600.00	
6. Pavement Markings - Hot Thermoplastic	LS	1	\$545.00	\$545.00					1	\$545.00	
7. Signs	EA	8	\$220.00	\$1,760.00					8	\$1,760.00	
8. Stamped Asphalt Crosswalk	EA	1	\$1,000.00	\$1,000.00					1	\$1,000.00	
<b>IX. CURLEY MILL ROAD PAVING</b>											
1. Mill Curley Mill Road	SY	2,000	\$5.00	\$10,000.00					2,000	\$10,000.00	
2. Base Repair	CY	50	\$20.00	\$1,000.00			50	\$1,000.00			
3. Fine Grade Widening	SY	635	\$1.00	\$635.00			635	\$635.00			
4. 2A Mod Subbase - 6"	SY	635	\$4.80	\$3,048.00			635	\$3,048.00			
5. 25mm Superpave Base - 5"	SY	635	\$17.50	\$11,112.50			635	\$11,112.50			
6. 19mm Superpave Binder - 2"	SY	635	\$12.00	\$7,620.00	635	\$7,620.00	635	\$7,620.00			
7. Sweep & Tack Seal	SY	635	\$0.50	\$317.50					635	\$317.50	
8. 9.5mm Superpave Wearing - 1-1/2" (Full Cartway and Widening)	SY	2,635	\$8.00	\$21,080.00					2,635	\$21,080.00	
<b>X. SURVEY AND ASBUILTS</b>											
1. Survey and Asbuilts	LS	1	\$12,500.00	\$12,500.00			1	\$9,375.00	0.25	\$3,125.00	
2. Pins and Monuments	LS	1	\$5,000.00	\$5,000.00					1	\$5,000.00	
<b>XI. LANDSCAPING</b>											
1. Shade/Street Trees	EA	101	\$400.00	\$40,400.00			30	\$12,000.00	71	\$28,400.00	
2. Evergreen Trees	EA	62	\$300.00	\$18,600.00					62	\$18,600.00	
3. Ornamental Trees	EA	70	\$250.00	\$17,500.00					70	\$17,500.00	
4. Shrubs	EA	261	\$30.00	\$7,830.00					261	\$7,830.00	
5. Meadow Mix -Rear Yards	LS	1	\$2,000.00	\$2,000.00					1	\$2,000.00	
<b>XII. MISCELLANEOUS</b>											
1. Traffic Control	LS	1	\$5,000.00	\$5,000.00	0.25	\$1,250.00	1	\$3,750.00	0.25	\$1,250.00	
2. Lighting	EA	1	\$1,500.00	\$1,500.00					1	\$1,500.00	
3. Community Mailbox	EA	1	\$1,000.00	\$1,000.00					1	\$1,000.00	
4. R/M Woody Growth/Place 8" Topsoil/Seed (Limekiln Pike ROW)	LS	1	\$1,000.00	\$1,000.00			1	\$1,000.00			

**Nate D. Fox, Esquire**  
Direct Dial: 215-606-0178  
nate.fox@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

February 17, 2021

**VIA EMAIL AND HAND DELIVERY**

Kelsey Harris, Zoning Officer  
New Britain Township  
207 Park Avenue  
Chalfont, PA 18914  
[kharris@newbritaintownship.org](mailto:kharris@newbritaintownship.org)

**Re: Thomas M. and Donna S. McGuire - Zoning Hearing Board Application**  
**130 Callowhill Road, Chalfont, PA 18914**

Dear Ms. Harris,

I represent Thomas M. and Donna S. McGuire (the “Applicants”), with respect to their property located at 130 Callowhill Road, Chalfont, PA 18914, identified as Parcel No. 26-003-140 (the “Property”). In connection herewith, enclosed please find the following:

1. One (1) copy of the Zoning Hearing Board Application and Addendum;
2. One (1) copy of the Plan;
3. One (1) copy of the Deed;
4. One (1) copy of a chart of all property owners within 500 feet of the Property; and
5. One (1) check in the amount of \$800 per the filing fee.

If you have any questions or require additional information to process this application, please let me know.

Very truly yours,



Nate Fox, Esq.

(Enclosures)

cc: Thomas M. and Donna S. McGuire (via email)

**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: February 12, 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: Thomas M. and Donna S. McGuire

(b) Mailing address: \_\_\_\_\_  
130 Callowhill Road, Chalfont, PA 18914

(c) Telephone number: 215-606-0178 (attorney)

(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: Nate Fox, Esq. and Dan Lyons. Esq.

(b) Mailing Address: \_\_\_\_\_  
Obermayer Rebmann Maxwell & Hippel LLP, 10 S. Clinton Street, Suite  
300 Doylestown, PA 18901

(c) Telephone number: 215-606-0178

(d) Email Address: nate.fox@obermayer.com; daniel.lyons@obermayer.com

**5. Property:**

(a) **Present Zoning Use Classification:** Permitted B1 Single-Family detached dwelling in the WS Watershed Zoning District.

b) **Tax Parcel Number:** 26-003-140

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

Located on the intersection of Callowhill Road and New Galena Road, directly across the street from Peace Valley Park.

6. **Proposed use of property/construction:** \_\_\_\_\_  
Applicant proposes to install an 8-foot deer fence around the perimeter of the property. Please see the attached addendum and photographs for additional information.  
\_\_\_\_\_

7. **Cite specific section(s) of Zoning Ordinance from which relief is being requested:**  
Section 27-305(H3)(1)(a); Section 27-305(H3)(1)(c); Section 27-305(H3)(1)(d); and Section 27-2109.  
\_\_\_\_\_  
\_\_\_\_\_

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)**  
Please see the attached chart.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**Signature of Applicant**



**Signature of Applicant**

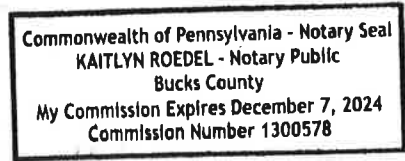
Commonwealth of Pennsylvania } SS.  
County of Bucks

Thomas M. and Donna S. McGuire, 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 12<sup>th</sup> day of February

Kaitlyn Roedel  
Notary Public



My Commission expires: 12/17/24

**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.

## **New Britain Township Zoning Hearing Board**

### **Application of Thomas M. and Donna S. McGuire**

#### **ADDENDUM TO APPLICATION FOR ZONING HEARING BOARD**

Applicants, Thomas M. and Donna S. McGuire (“Applicants”), are the owners of the property located at 130 Callowhill Road, Chalfont, PA 18914, in New Britain Township (the “Property”). The Property is more specifically identified as Tax Map Parcel No. 26-003-140. The Property is located in the WS Watershed Zoning District pursuant to the New Britain Township Zoning Map.

The Property is a 9.42-acre lot improved with a single-family detached dwelling, which is a use permitted by right in the WS Zoning District. The Property is also improved with an accessory barn and related improvements. Applicants use the Property as their primary residence. Since purchasing the Property in 2015, Applicants have been experiencing fairly consistent and significant damage to their Property and its natural resources such as trees, fruit trees, flowers, and other plantings from herds of deer that frequent the Property.

In order to protect Applicants’ Property from further damage, Applicants propose to install an eight (8) foot deer fence around the entire perimeter of the Property. The fence would be made of high tensile woven wire with wooden posts, as more specifically described and identified in the attached photographs. The fence would also include a gate across the driveway. The fence would significantly help preserve Applicants’ Property and its natural resources. The fence would also result in a greater degree of safety for the public as the frequency of herds of deer crossing Callowhill Road from Peace Valley Park in order to enter Applicants’ property would greatly diminish.

In order to construct and install the fence as desired and necessary to protect the Property and the public, Applicants request the following variances from the New Britain Township Zoning Ordinance:

1. Section 27-305(H3)(1)(a) – to permit a fence of eight (8) feet in height in the front yard with less than a 4:1 opaque to non-opaque ratio, where four (4) feet is permitted and the fence is required to have a minimum ratio of 4:1 of opaque to non-opaque areas;
2. Section 27-305(H3)(1)(c) – to permit a fence of eight (8) feet in height in the side and rear yards where six (6) feet is permitted;
3. Section 27-305(H3)(1)(d) – to permit a fence of eight (8) feet in height for purposes other than enclosing a court for tennis or similar sports; and
4. Section 27-2109 – to permit a fence of eight (8) feet in height to be located within the minimum depths of the front, side, and rear yards, where six (6) feet is permitted.

As will be presented, the installation of the fence is required to protect the natural resources on the Property and would increase safety for the public. If granted, the variances will not have an



adverse impact on public health, safety and welfare. In fact, granting the variances will enhance the Property's safety and security for the Applicant, visitors, motorists, and the general public. The variances will not alter the essential character of the neighborhood and is the minimum relief that will afford the reasonable use of the property. The fence would not substantially or permanently impair the appropriate use or development of adjacent properties.



Measure distance  
Click on the map to add to your path  
Total distance: 2,261.02 ft (689.16 m)

**BUCKS COUNTY RECORDER OF DEEDS**

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

Instrument Number - 2015012606

Recorded On 3/10/2015 At 12:10:10 PM

\* Total Pages - 6

\* Instrument Type - DEED

Invoice Number - 710624 User - AA

\* Grantor - DETWEILER, SAMUEL L

\* Grantee - MCGUIRE, THOMAS M

\* Customer - NESHAMINY ABSTRACT, LLC

**\* FEES**

STATE TRANSFER TAX	\$4,750.00
RECORDING FEES	\$81.00
CENTRAL BUCKS SCHOOL DISTRICT REALTY TAX	\$2,375.00
NEW BRITAIN TOWNSHIP	\$2,375.00
TOTAL PAID	\$9,581.00

Bucks County UPI Certification  
On March 10, 2015 By TF

**This is a certification page**  
**DO NOT DETACH**  
**This page is now part**  
**of this legal document.**

COPY

**RETURN DOCUMENT TO:**  
NESHAMINY ABSTRACT, LLC  
22 S. MAIN ST., SUITE 222  
DOYLESTOWN, PA 18901

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



Joseph J. Szafran, Jr.  
Recorder of Deeds

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



Prepared by and Return to:  
Neshaminy Abstract LLC  
Main Street Marketplace  
22 South Main Street  
Suite 222  
Doylestown, PA 18901  
Phone: 215-348-1848, Fax: 215-348-7171

CERTIFIED PROPERTY IDENTIFICATION NUMBERS  
26-003-140- - N BRITAIN TWP  
CERTIFIED 03/10/2015 BY TF

File No. O85005  
UPI # 26-003-140  
*Record 1<sup>st</sup>*

This Indenture, made the 6<sup>th</sup> day of March, 2015,

Between

**SAMUEL L. DETWEILER AND CINDY L. DETWEILER, HUSBAND AND WIFE**  
(hereinafter called the Grantors), of the one part, and

**THOMAS M. MCGUIRE AND DONNA S. MCGUIRE, HUSBAND AND WIFE**  
(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of **Four Hundred Seventy Five Thousand Dollars 00/100 (\$475,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

**ALL THAT CERTAIN** lot or piece of ground with the buildings and improvements now thereon erected, SITUATE on the Southwest corner of Callowhill and New Galena Roads in the Township of New Britain, County of Bucks, and Commonwealth of Pennsylvania, bounded and described according to a recent survey and revised plan dated December 19, 1950, made by W.O. Weisel & Son, Civil Engineers and Surveyors, as follows, to wit:

**BEGINNING** at a point in the Northwesterly ditch of a public road known as New Galena Road, the most Westerly corner of lands of Huldah H. Taylor, of which the within described premises was a part; thence in and along the said road North 58 degrees 38 minutes East 960.1 feet to an iron spike a corner in the middle of the said road at its intersection with another public road; thence along the middle of the last mentioned road and by remaining lands of Huldah H. Taylor, of which the within described premises was a part, the three following courses and distances: (1) South 33 degrees 55 minutes East 641.05 feet to an iron pipe a corner; (2) South 40 degrees 48 minutes East 175.56 feet to an iron pin a corner; (3) (Crossing the bridge over the North Branch of the Neshaminy Creek) South 23 degrees 14 minutes East 775.45 feet to an iron spike a corner of another track of land owned by Huldah H. Taylor (Tract #2 in Deed Book 596, Page 78); thence by the last mentioned lands (passing over an iron pipe 15.85 feet from the beginning of this line) South 47 degrees 56 minutes West 340.9 feet to an old cornerstone; thence by lands formerly of S. Roland Morgan, recrossing the aforesaid Creek, North 41 degrees 33 minutes West 531.6 feet to an iron pipe a corner; thence by the same lands South 60 degrees 37 minutes West 289.6 feet to an iron pipe a corner; thence still by the same lands and also by lands now or late of Mathew Mills (passing over an iron pipe 29.76 feet from the end of this line) North 41 degrees 02 minutes West 1127.28 feet to the place of **BEGINNING**.

**EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN** tract or piece of land, situate in the Township of New Britain, County of Bucks, State of Pennsylvania, and bounded and described according to a survey and plan made December 4, 1957 by Donald Weisel, Registered Surveyor, as follows, to wit:

**BEGINNING** at an iron spike in the middle of the public road called New Galena Road (#09074) and in the middle of the public road called Callowhill Road (#09078); thence along the middle of the latter by lands of Huldah H. Taylor South 33 degrees 55 minutes East 641.05 feet to an iron pipe a corner, and South 40 degrees 48 minutes East 20 feet to an iron bolt a corner; thence by remaining lands of Carl A. Jacobus, of which the within described premises was a part, the three following courses and distances: (1) (passing over a concrete marker 15.8 feet from the beginning of this line) South 54 degrees 03 minutes West 346.15 feet to an axle a corner; (2) South 30 degrees 01 minute East, 43 feet to an iron pipe a corner; (3) South 56 degrees 38 minutes West 518.48 to an iron pipe a corner in a line of lands now or late of George Moll; thence along the said line and by lands now or late of Mathew Mills (passing over an iron pipe 29.76 feet from the end of this line) North 41 degrees 02 minutes West 759.7 feet to a corner in the Northwesterly ditch of the said New Galena Road; thence in and along the said road North 58 degrees 38 minutes East 960.1 feet to the place of Beginning.

**AND ALSO EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN** tract or piece of land situate in New Britain Township, Bucks County, State of Pennsylvania, and described according to a Plan thereof made by Donald Weisel, Registered Surveyor dated July 1, 1957, as follows, to wit:

**BEGINNING** at spike on the Title Line in the bed of Public Road leading to New Galena Road (Route 09078), a corner of land now or late of Dwight D. Moorhead; thence extending from said point of beginning South 47 degrees 56 minutes West along the said Moorhead's lands crossing the Southwesterly side of the aforesaid Public Road 340.90 feet to a stone in line of land now or late of S. Roland Morgan; thence extending North 41 degrees 33 minutes West along the last mentioned land 431.60 feet to a point in the bed of the North Branch of Neshaminy Creek; thence extending North 69 degrees 59 minutes East through the bed of the North Branch of Neshaminy Creek along remaining lands of Carl Jacobus of which this was a part recrossing the Southwesterly side of the aforesaid Public Road 459.03 feet to an iron bolt a corner in the middle of the bridge carrying the aforesaid Public Road over the aforesaid Creek on the aforesaid Title Line; thence extending South 23 degrees 14 minutes East along the aforesaid Title Line through the bed of the aforesaid Public Road 273.97 feet to the first mentioned spike and place of beginning.

**CPN:** 26-003-140

**BEING** the same premises that William Sinclair Canty, III and Jane Hodshon Taylor, by deed dated July 2, 2002, and recorded October 19, 2002, in the Office of the Recorder of Deeds of Bucks County, Pennsylvania, in Book 2922, Page 320, granted and conveyed unto Samuel L. Detweiler and Cindy L. Detweiler, husband and wife, in fee.

**Together with** all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

**To have and to hold** the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

**And** the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

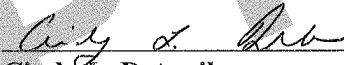
**In Witness Whereof**, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

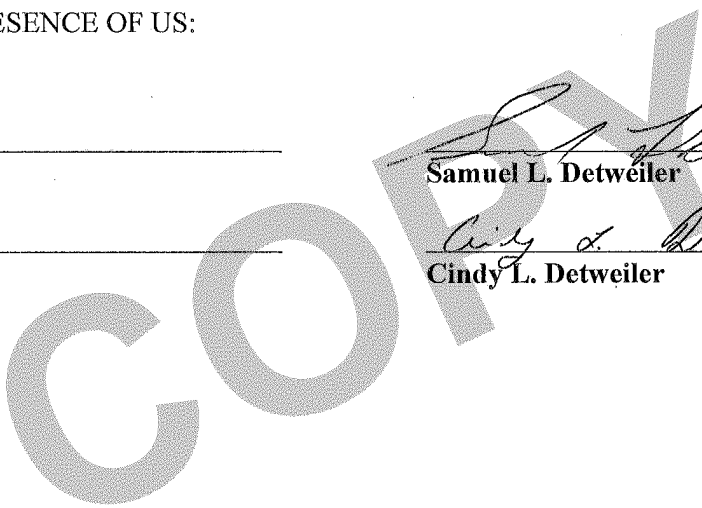
**Sealed and Delibered**  
IN THE PRESENCE OF US:

\_\_\_\_\_

 \_\_\_\_\_ {SEAL}  
**Samuel L. Detweiler**

\_\_\_\_\_

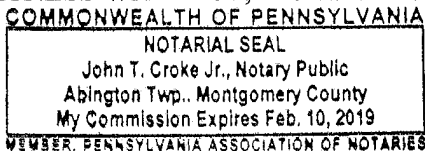
 \_\_\_\_\_ {SEAL}  
**Cindy L. Detweiler**



Commonwealth of Pennsylvania }  
County of Montgomery } ss

On this, the 6<sup>th</sup> day of March, 2015, before me, the undersigned Notary Public, personally appeared **Samuel L. Detweiler and Cindy L. Detweiler**, 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 hereunto set my hand and official seal.



[Signature]  
Notary Public  
My commission expires \_\_\_\_\_

The precise residence and the complete post office address of the above-named Grantees is:

130 Callowhill Rd.  
Charlton, PA 18914

[Signature]  
On behalf of the Grantees

COPY

# Deed

UPI # 26-003-140

Samuel L. Detweiler and Cindy L. Detweiler

TO

Thomas M. McGuire and Donna S. McGuire

Neshaminy Abstract LLC  
Main Street Marketplace  
22 South Main Street  
Suite 222  
Doylestown, PA 18901



Parcel ID No.	Owner	Address	Mailing Address
26-003-138	Eileen M. and Joseph C. Yates	713 New Galena Rd, Chalfont, PA 18914	713 New Galena Rd, Chalfont, PA 18914
26-003-140-001	Michael Ratajczak	112 Callowhill Road, Chalfont, PA 18914	112 Callowhill Road, Chalfont, PA 18914
26-003-146-002	Robert J. and Huldah Eliz Happ	137 Callowhill Road, Chalfont, PA 18914	137 Callowhill Road, Chalfont, PA 18914
26-003-146-001-001	Bucks County	Callowhill Road	Administration Building, 55 E. Court Street, Doylestown, PA 18901
26-003-088	Bucks County	New Galena Road	Administration Building, 55 E. Court Street, Doylestown, PA 18901
26-003-139	Mikhail & Yelena Shum	727 New Galena Road, Chalfont, PA 18914	1159 Emma Lane, Warminster, PA 18974
26-003-141	Joseph W. and Dorothea Ann Borowski	100 Callowhill Road, Chalfont, PA 18914	PO Box 5061, New Britain, PA 18901
26-003-135-002	William V. and Christina J. Hearn	711 New Galena Road, Chalfont, PA 18914	711 New Galena Road, Chalfont, PA 18914
26-003-140-002	Plumstead Christian School	New Galena Road	5765 Old Easton Road, Doylestown, PA 18901
26-003-169	Mitchell & Anita Greenspan	715 Harvest Hill Drive, Chalfont, PA 18914	715 Harvest Hill Drive, Chalfont, PA 18914
26-003-164	Ethan A. & Susan E. Hill	729 Harvest Hill Drive, Chalfont, PA 18914	729 Harvest Hill Drive, Chalfont, PA 18914
26-003-167	Richard A. Cooper and Kathryn L. Quirk	725 Harvest Hill Drive, Chalfont, PA 18914	725 Harvest Hill Drive, Chalfont, PA 18914
26-003-168	Richard P. and Kristen M. Ferns	719 Harvest Hill Drive, Chalfont, PA 18914	719 Harvest Hill Drive, Chalfont, PA 18914
26-003-170	Roger J. Pomerantz and Cathy A. Colt	711 Harvest Hill Drive, Chalfont, PA 18914	711 Harvest Hill Drive, Chalfont, PA 18914

RECEIVED  
MAR 19 2021

COMPLETED BY THE TOWNSHIP		\$800
APPLICATION # _____	DATE FILED _____	CHK 1069
		REC 10626

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: March, 19, 2021

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

- A. Request for Variance
- B. Request for Special Exception
- C. Other [Stormwater Remediation Plan]

3. Applicant:

- (a) Name: Julie and Michael Duffey
- (b) Mailing address: 522 Ferry Rd, Doylestown, PA 18901
- (c) Telephone number: (203) 736-7412
- (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: n/a at this time

- (a) Name:
- (b) Mailing Address:
- (c) Telephone number:
- (d) Email Address:

**5. Property:**

**(a) Present Zoning Use Classification:** WS (Watershed) Zoning District

**(b) Tax Parcel Number:** TMP: 26-014-017

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

522 Ferry Rd, Doylestown, PA 18901 [caddy corner to Pine Run Retirement on the hill side]

**6. Proposed use of property/construction:** Formal approval of the 13.56% of impervious cover detailed in the submitted plan with this application, that includes all increases in and since 2011 as identified in the letter dated March 4, 2021 by Kelsey Harris, New Britain Township Zoning Officer. In addition or as a complement to the variance sought, in accordance with the SWM Ordinance Requirements (Chapter 26, Part 1), seeking approval of the proposed SWM solution submitted as Volume Control of 1257 sq ft or 209.5 CF - see plans for detail.

**7. Cite specific section(s) of Zoning Ordinance from which relief is being requested:** The following zoning ordinances are listed below in which relief is being requested:

Section 27-502.b.1)h)2 - maximum impervious surface ratio in the WS zoning district

Stormwater Management (SWM) Ordinance requirements, Chapter 26, Part 1 Stormwater Management

**8. Has any previous application/appeal been filed concerning the subject of this appeal?**

**If yes, specify:** Zoning Permit Application #2021-11286

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

**yes, specify:** n/a

**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)**

Doug and Michelle Berezcki - 516 Ferry Rd, Doylestown, PA 18901

Unknown Resident - 530 Ferry Rd, Doylestown, PA 18901

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

  
Signature of Applicant

  
Signature of Applicant

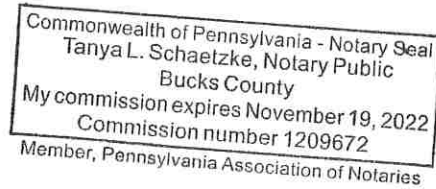
Commonwealth of Pennsylvania } SS.  
County of BUCKS

Julie Renee Duffey; Michael J DUFFEY, 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 19 day of March, 2021

Tanya L. Schaetzke

Notary Public



My Commission expires: November 19, 2022

**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 3<sup>rd</sup> 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**

COPY

Original

**Fee Simple Deed**

**Prepared By:**

Long & Foster Settlement Services, LLC  
3748 West Chester Pike, Suite 203  
Newtown Square, PA 19073  
610-359-7100

**Return To:**

Long & Foster Settlement Services, LLC  
3748 West Chester Pike, Suite 203  
Newtown Square, PA 19073  
610-359-7100

Parcel Number: 26-014-017  
File No: 43676NSQ

---

(Space above this line for Recorder of Deed Use Only)

## This Deed Indenture

Made this 15<sup>th</sup> day of December, 2010

**Between**

**Mattye Daniel**, (hereinafter called the Grantor)

**And**

**Michael J. Duffey and Julie R. Duffey**,, (hereinafter called the Grantees),  
Husband & Wife

**Witnesseth** That the said Grantor for and in consideration of the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) lawful money of the United States of America, unto Grantor well and truly paid by the said Grantees and at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees and Grantee's heirs, successors and/or assigns. as tenants by the entirety

**ALL THAT CERTAIN** lot or piece of ground **SITUATE** in New Britain Township, Bucks County, Pennsylvania, known and designated as Lot No. 4 on Final Plan of LaCitadelle Manor Sites, which plan has been duly recorded in the Office of the Recorder of Deeds in and for the County of Bucks at Doylestown, Pennsylvania, in Plan Book No. 15 at page 15, bounded and described according to a survey made on January 10, 1958 by Donald Weisel, Registered Surveyor, as follows, to wit:-

**BEGINNING** at a corner of Lot No. 3 on the Northwesterly side of Perry Road (#09076) as the same is widened and shown on the said plan, thence by Lot No. 3, North 48 degrees 45 minutes West 332 feet to a corner of Lot No. 6, thence by Lot No. 6 North 40 degrees 46 minutes East 140 feet to a corner in line of Lot No. 5 owned by Reginald Pinckney, thence by Lot No. 5 and by other lands owned by the said Reginald Pinckney, South 48 degrees 45 minutes East 387 feet to a corner, thence along the Northwesterly side of

**Perry Road, as the same is widened and shown on the aforesaid plan (about 40 feet Northwest of the present curved center-line thereof) South 62 degrees 17 minutes West 149.98 feet to the place of beginning.**

**CONTAINING 1.155 acres of land.**

**BEING Parcel No.: 26-14-17.**

**BEING the same premises which Layle Lane, adult singlewoman, by Deed dated 09/29/1958 and recorded 09/29/1958 in the County of Bucks, in Deed Book 1450 page 594, granted and conveyed unto Griffin Daniel and Mattye Daniel, his wife, their heirs and assigns, as tenants by the entireties, in fee.**

**AND the said Griffin Daniel has since departed this life on 06/28/2009 whereby title to said premises became vested unto Mattye Daniel, his wife, by operation of law.**

**The improvements thereon being known as 522 Ferry Road**

**Parcel ID#: 26-014-017**

**Subject** to all existing rights of way, conditions, easements, restrictions, rights of way, conditions, easements, restrictions, rights, agreements, notes and other matters of record to the extent valid and enforceable and still applicable to the above-described premises.

**Together with** all and singular improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor and Grantor's heirs, successors and/or assigns, as well at law as in equity, of, in, and to the same.

**To have and to hold** the said premises above described with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee as tenants by the entirety, their assigns, the survivor of them and the survivor's personal representatives, heirs and assigns,

**And** the said Grantor does hereby covenant to and with the said Grantees, that he, the said Grantor, his Personal Representatives, heirs and/or assigns, shall and will warranty and forever defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantees, their Personal Representatives, heirs and/or 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 it, them or any of them.

In Witness Whereof, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

WITNESS:

Audrey Lucas

Matty Daniel (SEAL)  
Matty Daniel

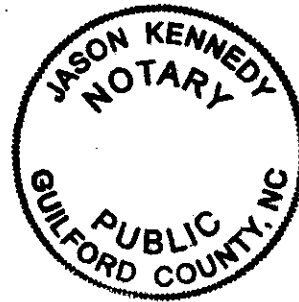
STATE OF NC, CITY/COUNTY OF Greensboro / Guilford to wit:

I HEREBY CERTIFY, that on this 15 day of December, 2010, before me, the subscriber, a Notary Public of the State of NC in and for Guilford / Greensboro County/City, personally appeared **Matty Daniel** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

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

[Signature]  
Notary Public

My Commission Expires: 7-15-14





AFTER RECORDING, PLEASE RETURN TO:  
Long & Foster Settlement Services, LLC  
3748 West Chester Pike, Suite 203  
Newtown Square, PA 19073  
610-359-7100  
FILE NO: 43676NSQ

Grantor:  
Mattye Daniel

TO

Grantees,:  
Michael J. Duffey and Julie R. Duffey,  
Husband & Wife

FOLIO/PARCEL:  
26-014-017

PREMISES:  
522 Ferry Road  
Doylestown, PA 18901  
Bucks County

MAIL TAX BILLS TO:

I HEREBY CERTIFY THAT THE ADDRESS OF THE GRANTEE IS:  
522 Ferry Road  
Doylestown, PA 18901  
Bucks County

Certified by:



MICHAEL J. DUFFEY  
JULIE R. DUFFEY  
522 FERRY RD.  
DOYLESTOWN, PA 18901

1069  
60-912/313

3/19/21

Pay to the  
Order of

New Britain Township  
Eight hundred and  $\frac{00}{100}$

\$ 800<sup>00</sup>

Dollars



Photo  
Safe  
Depository  
Details on back



BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT: BBT.com

For

ZHB fee

Julie Ruffey

⑆031309123⑆13900170204⑆01069

# NEW BRITAIN TOWNSHIP

## RECEIPT

10626

DATE: 3/19/21

FROM: Michael J. Duffey

FOR: ZHB Application - 522 Ferry Rd.

CASH ( ) CHECK (  ) AMOUNT: 800.00

SIGNED: *Chloe Clancy*

TITLE: \_\_\_\_\_

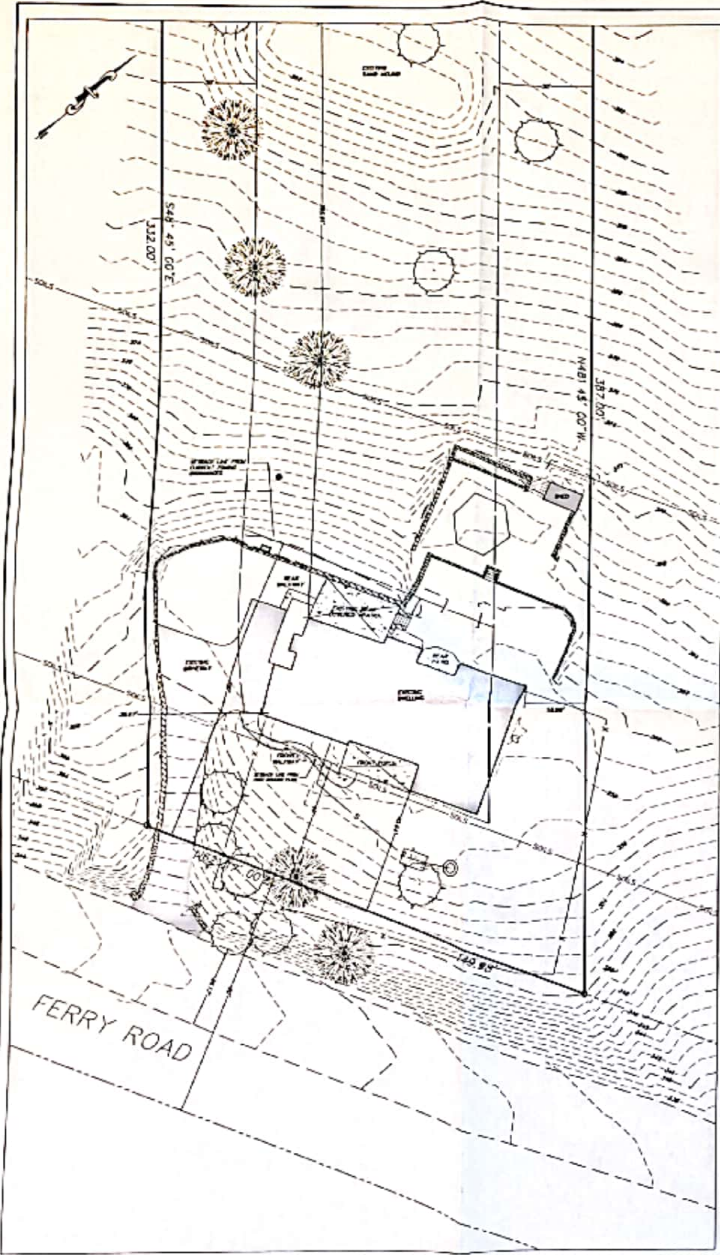


FIGURE 1: EXISTING FEATURES PLAN DATED 4/13/2011  
 IMPERVIOUS COVERAGE SURFACE AREA: 1941 SF  
 IMPERVIOUS COVERAGE PERCENTAGE: 81.56%

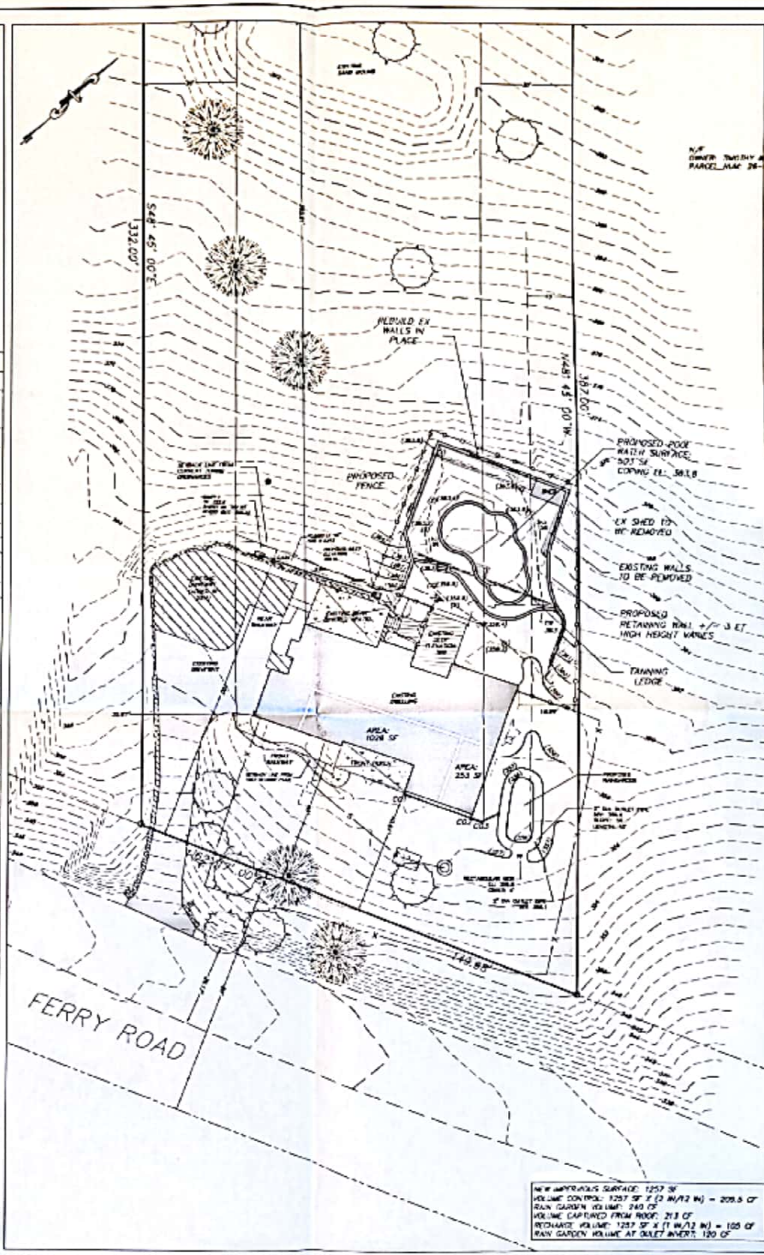


FIGURE 2: PROPOSED SITE PLAN

DRIVEWAY SURFACE AREA: +1028 SF  
 BRAD WALKWAY RESURF: -17 SF  
 BRAD ECR. EXPANDED: +188 SF  
 IMPERVIOUS DRAINING POOL: 188 SF  
 WALLS ADDED: +312 SF  
 WALLS REMOVED: -180 SF  
 SHED REMOVED: -70 SF  
 TOTAL CHANGE IN SURFACE AREA: 1257 SF  
 IMPERVIOUS COVERAGE SURFACE AREA: 3222 SF  
 IMPERVIOUS COVERAGE PERCENTAGE: 13.56%

COLLECTION SYSTEM SPECIFICATIONS

ITEMS	ITEM	R/W	INVERT	SLOPE	LENGTH	ITEM	R/W	INVERT
051-051	DST	N/A	357.2	0.0854	1.17	C01	356.0	357.1
051-052	DST	358.0	357.1	0.0932	22.56	C02	357.6	356.8
052-052	DST	N/A	356.8	0.0854	1.17	C02	357.6	356.8
052-053	DST	357.6	356.8	0.2275	3.63	C03	357.8	356.7
053-053	C03	357.8	356.7	0.0154	6.48	RD	N/A	356.8



LOCATION MAP: 1" = 250'

GENERAL NOTES

- OWNER/APPLICANT:  
MICHAEL & JEAN DUFFY  
522 FERRY RD  
DOYLESTOWN, PA 18901
  - ZONING DISTRICT: WATERFISHED DISTRICT
- | ITEM         | REQUIRED | EXISTING  | PROPOSED  |
|--------------|----------|-----------|-----------|
| NEW LOT AREA | 8000 SF  | 56175 SF* | 50335 SF* |
| LOT WIDTH    | 175 FT   | 154 FT    | 150 FT    |
| FRONT YARD   | 120 FT   | 60.84 FT  | 60.84 FT  |
| SIDE YARD    | 30 FT    | 18.99 FT  | 18.99 FT  |
| REAR YARD    | 80 FT    | 263.91 FT | 263.91 FT |
| MAX BLDG COV | 8.8%     | 3.00%     | 3.00%     |
| MAX GAR. FTE | 8.8%     | 18.00%    | 18.00%    |
- \* EXISTING W/ CONFORMANCE  
 \*\* VARIANCE REQUIRED
- NOTE: THIS LOT WAS CREATED AS LOT 4 OF THE SUBDIVISION ENTITLED "LAKEVIEW HANOVER VILLES" APPROVED DEC. 29, 1991. BUILDING SETBACK AT THAT TIME WAS ESTABLISHED AS 40 FT FROM THE ROAD CENTERLINE.



RAIN GARDEN (TYPICAL)

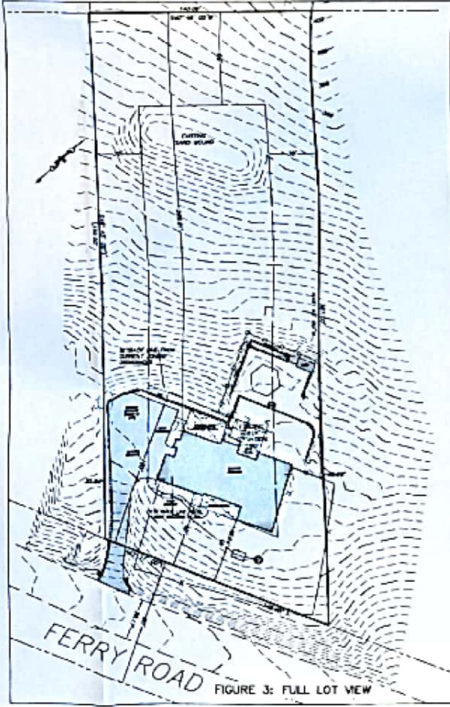


FIGURE 3: FULL LOT VIEW

**FIORAVANTI, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 618 STREET ROAD SOUTHAMPTON, PA 18956  
 (215) 322-2143

REVISIONS

NO.	DESCRIPTION	DATE
1	FOR SOL. IN 1/23/21	1/21/21
2		

DATE: 12/14/2020  
 SCALE: 1"=20'  
 JOB # 2032 18 #  
 DRAWN: GH CHECKED: VWF

522 FERRY ROAD  
 NEW BRITAIN TOWNSHIP, PA  
 PREPARED FOR:  
**GIORGIO POOLS & SPA, LLC**  
 8789 EASTON ROAD  
 OTTISVILLE, PENNSYLVANIA 18942

**ZONING EXHIBIT**

SHEET  
1 OF 1



# TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania  
Founded: 1723

BOARD OF SUPERVISORS

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

Eileen M. Bradley  
Township Manager

March 4, 2021

Giorgio Pools and Spa, LLC

Attn: Barry A. Charles

8789 Eason Road #5

Ottsville, PA 18942

Re: Zoning Permit Application # 2021-11286  
522 Ferry Road  
TMP: 26-014-017  
WS (Watershed) Zoning District

Dear Mr. Charles,

This correspondence is regarding a zoning permit application submitted to New Britain Township for the construction of a residential in-ground pool at 522 Ferry Road, TMP# 26-014-017, New Britain Township (the "Property"). You are proposing to remove 201 sf of existing impervious surface in order to install 201 sf of the proposed pool coping/decking. The proposed pool water surface is 503 sf.

Following an initial review of your application submitted to the Township on February 23, 2021 your application has been **denied**. The Property is located in the WS zoning district, where a maximum impervious surface ratio of 12% per lot is permitted. You submitted a site plan for review, prepared by Fioravanti, Inc. dated 12/14/2020 (the "Plan"). It is stated on the Plan that an impervious surface ratio of 13.6% is an "existing non-conformity." On March 17, 2011, the New Britain Township Zoning Hearing Board (the "ZHB") rendered a written decision granting certain dimensional variances to permit the construction of a 995-sf residential addition.

According to the plan presented as evidence to the ZHB, prepared by Glenn Arthur Ritter, Architect, dated January 19, 2011, the applicants were proposing a total of 5,456 sf (or a ratio 10.9%) of impervious surfaces upon the Property, which included the construction of the proposed addition. At that time, the impervious surface ratio appears to have been compliant with the maximum allowed impervious surface ratio. Therefore, the 13.6% impervious surface ratio, as stated on the Plan submitted, is **not** a legal non-conforming condition upon the Property.

Furthermore, the 13.6% impervious surface ratio, as stated on the Plan, indicates that improvements have been made upon the Property since the 2011 ZHB decision, without first securing the required Township approvals. Specifically, I have identified that an addition to the driveway has been made totaling 921 sf, and possibly other improvements have been made that would have required Township approval. Making such improvements without first securing the required Township permits is a violation of the New Britain Township Codified Ordinance (the "Code"), Chapter 27, Zoning, **Section 27-3002** Zoning Permits Required, which states:

"Hereafter, no use may be established or changed; no structure shall be erected, constructed, reconstructed, altered, razed, removed: and no building used or occupied, changed in use, or changed in nonresidential use occupancy until a zoning permit has been secured from the Zoning Officer. Upon completion of changes in use or construction, reconstruction, alteration or moving structures, the applicant shall notify the Zoning Officer of such completion. No permit shall be considered as complete or as permanently effective until the Zoning Officer has noted on the permit that the work or occupancy and use have been inspected and approved as being in conformity with the provisions of this chapter."

Because such improvements have been upon the Property without first securing the required Township permits, the Property is also in violation of **Section 27-502.b.1)h)2** of the Code for exceeding the permitted maximum impervious surface ratio of 12% per lot permitted in the WS zoning district.

In order to bring the Property into compliance, any improvements made upon the Property without the required Township permits shall be removed from the Property, or the necessary variances shall be required to be obtained from the ZHB for the Property to remain at 13.6% impervious surface ratio. If certain steps are taken to remove enough impervious surfaces to bring the Property into compliance with a 12% impervious surface ratio, zoning permits shall still be required to be submitted for review of the remaining improvements. Steps shall be taken to begin remediation of the above-mentioned violations within 15 days receipt of this notice.

Furthermore, any improvements that exceed 1,000 sf of accumulative impervious surfaces, even if the required permits had been obtained, and/or the necessary variances are applied for and granted, the Property will be required to comply with the Township's Stormwater Management (SWM) Ordinance requirements, Chapter 26, Part 1 Stormwater Management, of the Code. Because the 995-sf addition has been constructed, any proposal that adds new impervious surfaces to the Property will require SWM facility plan reviews to be conducted by the Township Engineer. This shall include engineered SWM plans, in accordance with Part D Site Plan Requirements of the SWM Ordinance, for the construction of stormwater management facilities, 3 copies of a signed Professional Services Agreement, and a \$5,000.00 escrow deposit for legal and engineering fees.

In accordance with Pennsylvania Municipalities Planning Code and Article 31 of Chapter 27, Zoning, of the Code, you have the right to appeal this denial of your zoning permit application to the New Britain Township Zoning Hearing Board **within thirty (30) days** from the date of this correspondence. The Zoning Hearing Board application fee is \$800.00. You also have the right, in accordance with Section 26-186 of the Code, to appeal this determination pertaining to Chapter 26, Part 1 Stormwater Management to the Zoning Hearing Board. You may also ask for dimensional variances as part of this application. Enclosed for your convenience is a copy of the Zoning Hearing Board Application form.

If you should have any further questions, please feel free to email me at the address below or call our office at 215-822-1539.

Thank you,



Kelsey Harris

Zoning Officer

[kharris@newbritaintownship.org](mailto:kharris@newbritaintownship.org)

Cc: Michael Walsh, Interim Township Manager  
Randal J. Teschner, Building Code Official

## **New Britain Township**

207 Park Avenue

Chalfont, PA 18914

Ph. 215-822-1391

Fax 215-822-6051

### **MEMORANDUM**

TO: Michael Walsh, Interim Township Manager  
FROM: Chelle Clancy  
DATE: February 26, 2021  
RE: Parks & Recreation Board Recommendations

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At their regular meeting of February 16, 2021, the Parks & Recreation Advisory Board unanimously recommended to the New Britain Township Board of Supervisors to direct and authorize Township employees to work with Mr. Jones on the Open Space Preservation Project, for employees to reach out to the Consortium, Warwick and New Britain Borough soliciting input from these resources, to discuss with the solicitor, along with a possible walk through when it gets warmer.

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

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

---

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ANTHO030	ANTHONY PASSERINI	19002907	03/11/21	JULY-DEC 2020 CELL REIMB	Open	120.00	0.00		
DOLIC005	DOLI CONSTRUCTION CORP	19002906	03/11/21	PAYMENT #5/FINAL/CULVERT	Open	10,000.00	0.00		

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Total Purchase Orders:    2    Total P.O. Line Items:    0    Total List Amount:    10,120.00    Total Void Amount:    0.00

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**APRIL 5, 2021  
EXPENDITURES PREVIEW APPROVAL**

**NBT BOARD OF SUPERVISORS**

**APPROVED BY THE BOARD OF SUPERVISORS**

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\_\_\_\_\_  
  
\_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

P.O. Type: A11  
Range: First  
Format: Detail without Line Item Notes  
to Last

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

Vendor #	Name	PO #	PO Date	Description	Amount	Charge Account	Contract	PO Type	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099	EXC]
PROMOCUS PROMOTIONS BY MAIL, INC.																	
21000004			03/24/21	POSTAGE FOR TOWNSHIP MAPS	1,546.26	01-400-340							03/24/21	03/24/21	16740P		N
				1 POSTAGE FOR TOWNSHIP MAPS	1,546.26												

Vendor Total: 1,546.26

Total Purchase Orders: 1 Total P.O. Line Items: 1 Total List Amount: 1,546.26 Total Void Amount: 0.00

**APRIL 5, 2021  
EXPENDITURES PREVIEW APPROVAL**

**NBT BOARD OF SUPERVISORS**

**APPROVED BY THE BOARD OF SUPERVISORS**

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\_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

to Last

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
1852P005	1852 PA OPCO LLC	21000056	04/01/21	JAN & FEB 2021 CAR WASHES	Open	79.20	0.00		
AJAME010	A. JAMES SCANZILLO	21000061	04/01/21	ZONING HEARINGS	Open	280.00	0.00		
ADTC0005	ADT COMMERCIAL	21000064	04/01/21	SECURITY SYSTEM	Open	246.60	0.00		
ARM00010	ARMOUR & SONS ELECTRIC I	21000063	04/01/21	TRAFFIC SIGNAL MAINTENANCE	Open	259.95	0.00		
ATMO010	AT&T MOBILITY	21000058	04/01/21	MOBILE PHONES	Open	380.76	0.00		
ATLAN010	ATLANTIC TACTICAL	21000062	04/01/21	UNIFORM EXPENSE	Open	101.37	0.00		
CATHE010	CATHERINE BASILTI	21000053	04/01/21	ZONING HEARINGS	Open	280.00	0.00		
CHALF080	CHALFONT FIRE COMPANY	21000059	04/01/21	STIPEND PAYMENT	Open	1,500.00	0.00		
CHUCK	CHUCK COXHEAD	21000054	04/01/21	ZONING HEARINGS	Open	245.00	0.00		
COMCA010	COMCAST	21000055	04/01/21	CABLE/INTERNET	Open	806.83	0.00		
DISPL010	DISPLAY AND SIGN CENTER	21000052	04/01/21	ALUMINUM SIGN/NESH TRAIL	Open	245.00	0.00		
DOYLE060	DOYLESTOWN FIRE COMPANY	21000060	04/01/21	STIPEND PAYMENTS	Open	2,000.00	0.00		
DSIME010	DST MEDICAL SERVICES INC.	21000050	04/01/21	TESTING	Open	29.93	0.00		
DUNLA010	dunlapSLK	21000051	04/01/21	PAYROLL & 2020 AUDIT	Open	13,330.00	0.00		
ECKER010	ECKERT SEAMANS CHERIN&MELLOTT	21000049	04/01/21	POLICE OVERTIME GRIEVANCE	Open	2,145.00	0.00		
FINCH010	FINCH SERVICES INC.	21000048	04/01/21	PARTS	Open	162.65	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
FPMAT005	FP MAILING SOLUTIONS	21000046	04/01/21	POSTAGE METER	Open	117.50	0.00		
FRANK025	FRANK CALLAHAN CO., INC.	21000047	04/01/21	ULTRA POWER BELT/EQUIPMENT	Open	37.98	0.00		
GALLS010	GALLS, LLC	21000043	04/01/21	UNIFORM EXPENSES/POLICE	Open	368.10	0.00		
GEORG060	GEORGE C. ALLEN & SON INC.	21000042	04/01/21	PORTABLE RESTROOMS/PARKS	Open	664.00	0.00		
GEORG100	GEORGE'S TOOL RENTAL INC	21000045	04/01/21	RENTAL/MINI TRACK LOADER	Open	185.00	0.00		
GILMO010	GILMORE & ASSOCIATES INC.	21000041	04/01/21	FEBRUARY 2021 ENGINEERING EXP	Open	53,494.80	0.00		
GLASG010	GLASGOW INC.	21000044	04/01/21	DRAINAGE MATERIALS	Open	300.00	0.00		
GRIMB010	GRIM BIEHN & THATCHER	21000040	04/01/21	FEBRUARY 2021 LEGAL EXPENSES	Open	7,762.77	0.00		
HKMAT010	H & K MATERIALS	21000039	04/01/21	STONE/DRAINAGE	Open	187.71	0.00		
KENCO010	KENCO HYDRAULICS INC.	21000037	04/01/21	HYDRAULIC MOTOR/#48-27	Open	354.36	0.00		
KEYST070	KEYSTONE TREE EXPERTS	21000038	04/01/21	TREE MAINTENANCE	Open	370.00	0.00		
LMGFA010	LMG FAMILY PRACTICE	21000036	04/01/21	DRUG SCREEN	Open	50.00	0.00		
MWPRE005	M & W PRECAST, LLC	21000033	04/01/21	DRAINAGE	Open	169.39	0.00		
MALWA005	MALWAREBYTES	21000035	04/01/21	ANNUAL FEE	Open	1,570.82	0.00		
MONTG040	MONTGOMERY TOWNSHIP	21000031	04/01/21	SHARED TRAFFIC SIGNALS	Open	1,324.51	0.00		
MORT005	MORTON SALT, INC.	21000032	04/01/21	SALT/SNOW REMOVAL	Open	4,330.44	0.00		
MOTOR010	MOTOROLA SOLUTIONS INC.	21000034	04/01/21	RADIO REPAIRS	Open	90.44	0.00		
MUNIL005	MUNILOGIC	21000030	04/01/21	HOSTING FEES	Open	765.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NORTH095	NORTHAMPTON TOWNSHIP	21000029	04/01/21	CONSORTIUM/VERIZON FRANCHISE	Open	504.89	0.00		
PAPCO005	PAPCO	21000008	04/01/21	DIESEL FUEL	Open	1,344.35	0.00		
PECOE020	PECO ENERGY-PAYMENT PROCESSING	21000006	04/01/21	ELECTRIC EXPENSES	Open	3,669.63	0.00		
PREST015	PRESTIGE PROPERTY PARTNERS LLC	21000028	04/01/21	ESCROW REFUND	Open	1,500.00	0.00		
QUINB010	QUINBY'S GUN SHOP	21000027	04/01/21	FIREARM SUPPLIES	Open	68.98	0.00		
READY005	READY REFRESH BY NESTLE	21000023	04/01/21	BOTTLED WATER	Open	195.65	0.00		
REPUB005	REPUBLIC SERVICES #320	21000024	04/01/21	TRASH REMOVAL/APRIL 2021	Open	772.48	0.00		
RIGGI010	RIGGINS INC	21000007	04/01/21	POLICE & PUBLIC WORKS/FUEL	Open	3,746.16	0.00		
ROBER270	ROBERT E. LITTLE, INC.	21000025	04/01/21	INFIELD MACHINE REPAIRS	Open	694.42	0.00		
RYANC010	RYAN CRESSMAN	21000026	04/01/21	POLICE DEPT FUEL PUMP REPAIRS	Open	51.99	0.00		
SCOTT070	SCOTT FISCHER	21000022	04/01/21	MARCH 18, 2021 ZONING HEARING	Open	35.00	0.00		
SELEX005	SELEX ES, INC.	21000020	04/01/21	ANNUAL SUPPORT, UPGRADES	Open	995.00	0.00		
SERVIO10	SERVICE TIRE TRUCK CENTERS	21000021	04/01/21	PUBLIC WORKS TRAILER TIRES	Open	367.00	0.00		
SOSME005	SOSMETAL PRODUCTS INC.	21000019	04/01/21	PUBLIC WORKS SHOP SUPPLIES	Open	167.58	0.00		
STAND015	STANDARD DIGITAL LEASING	21000018	04/01/21	COPIERS/LEASE	Open	587.49	0.00		
STAND010	STANDARD INSURANCE COMPANY	21000005	04/01/21	LIFT/DISABILITY INSURANCE	Open	670.56	0.00		
TEAML005	TEAM LIFE, INC.	21000017	04/01/21	DEFIBRILLATION PADS	Open	2,060.60	0.00		
THEH005	THE HOME DEPOT PRO	21000065	04/01/21	COVID SUPPLIES	Open	570.89	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
THOMA090	THOMAS J. WALSH III, ESQ.	21000015	04/01/21	LEGAL ZONING/2-16/3-15-2021	Open	1,728.00	0.00		
THOMP010	THOMPSON NETWORKS	21000016	04/01/21	MONTHLY HELPDESK SERVICES	Open	1,305.00	0.00		
USMUN010	U.S. MUNICIPAL SUPPLY IN	21000011	04/01/21	PUBLIC WORKS SHOP SUPPLIES	Open	1,236.04	0.00		
UNITE010	UNITED INSPECTION AGENCY INC.	21000012	04/01/21	OUTSIDE BLDG INSPECTIONS	Open	1,160.00	0.00		
UNIVE010	UNIVERSAL ELECTRIC LLC	21000013	04/01/21	REPLACE PHOTOCCELL LIGHTS/VET	Open	175.00	0.00		
VERIZ010	VERIZON	21000009	04/01/21	SERVICES & EQUIPMENT	Open	271.57	0.00		
VERIZ050	VERIZON WIRELESS	21000010	04/01/21	MOBILE PHONES/LAPTOPS POLICE	Open	731.30	0.00		
WITME010	WITMER PUBLIC SAFETY GROUP, INC	21000014	04/01/21	UNIFORM EXPENSES/POLICE	Open	295.91	0.00		
Total Purchase Orders:		60	Total P.O. Line Items:		0	Total List Amount:	119,140.60	Total Void Amount:	0.00

**APRIL 5, 2021  
EXPENDITURES PREVIEW APPROVAL**

**NBT BOARD OF SUPERVISORS**

**APPROVED BY THE BOARD OF SUPERVISORS**

\_\_\_\_\_

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**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_