



Eileen M. Bradley
Township Manager

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

**Board of Supervisors
Regular Meeting Agenda
February 1, 2021**

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

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair: The Board met in Executive Session prior to this meeting to discuss personnel issues and litigation
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of January 25, 2021
6. Departmental Reports
7. Consideration of Old Business
 - 7.1. Foxlane Homes/Hightpoint – Sketch Plan Update
 - 7.2. Ratification of Resolution #2021-06: JAMP 98 Railroad Ave Preliminary/Final Approval
 - 7.3. 2114 Swamp Road – Commercial Forestry Authorization
8. Consideration of New Business
9. Consent Agenda
10. Board of Supervisors Comments
11. Administration Comments
 - 11.1. Keller Road Bridge Update

12. Solicitor and Engineer Comments
13. Public Comment
14. Other Business
15. Payment of Bills
16. Adjournment:

*The Next Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, February 22, 2021 at 7:00 p.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at www.newbritaintownship.org.*

**BOARD OF SUPERVISORS
MEETING MINUTES
January 25, 2021**

A Regular Meeting of the New Britain Township Board of Supervisors was held on Monday, January 25, 2021, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 7:00 p.m. Present were Supervisors: Chair Gregory T. Hood, Vice-Chair Helen B. Haun, Members William B. Jones, III, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Township Manager Eileen M. Bradley, Assistant Manager Michael Walsh, Township Engineer Craig Kennard, and Township Solicitor H. 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 January 4, 2021:

MOTION: A motion was made by Mrs. Haun, seconded by Mrs. Jones, and unanimously approved to accept the January 4, 2021 Minutes as written.

6. Departmental Reports:

6.1. Code Department Report for December 2020: Mr. Walsh presented the Code Department Report for December 2020.

6.2. Police Department Report for December 2020: Chief Scafidi presented the Police Department Report for December 2020. Mrs. Jones asked if there were police procedures for handling female victims or suspects. Chief Scafidi stated that the Department had long-standing protocols in place to assure that female victims and suspects were handled by female officers.

6.3. Public Works Department Report for December 2020: Mr. Walsh presented the Public Works Department Report for December 2020.

7. Consideration of Old Business:

7.1. JAMP 98 Railroad Avenue Preliminary/Final Approval: Appearing for the Applicant, JAMP Development, LLC, was: Mr. Matt Piotrowski, owner; Mr. Rob Cunningham, P.E.; and Ms. Kellie McGowan, Esq. The Applicant proposed to subdivide the property at 98 Railroad Avenue, TMP #26-001-112, in the SR-2 District into four lots, with three new lots and one lot containing the existing single-family home, all Use B1. The property was subject to an extensive water resources easement held by North Penn Water Authority (NPWA).

Ms. McGowan noted the Applicant would comply with most comments in the November 13, 2020 Gilmore Review letter. The Applicant was requesting waiver of public improvements along Barry Road and Railroad Avenue, both state highways. The Applicant would mill and overlay the portion of roadway that would require installation of new water main. The Applicant would pay all required fees in lieu of public improvements per Township regulations.

Ms. McCabe inquired how the Applicant would guarantee street trees along the right-of-way would not be removed by subsequent owners. Ms. McGowan stated the Applicant would guarantee the trees as part of the Developer's requirements.

Ms. McCabe requested the Applicant execute a façade easement on the existing historic home. The Applicant agreed.

Mr. Hood called for Public Comment.

Mr. Brian Blackburn of Cedar Hill Road asked if the lots would be connected to public water and sewer. Mr. Cunningham stated that all lots would be connected to public water with on lot septic systems.

Mr. Mike Coleman of Cedar Hill Road asked if the proposed new homes would match the architectural style of existing homes in the area. Mr. Piotrowski stated that a builder had not yet been chosen.

Mr. Nelson stated that should the Board agree, he would make changes to the current draft resolution for approval at the next meeting.

MOTION: Upon motion by Mr. Jones, seconded by Mrs. Jones and unanimously carried, the Board approved the Preliminary/Final Subdivision Plan for JAMP Development LLC for 98 Railroad Avenue subject to: the Gilmore Review letter dated November 13, 2020; a façade easement preserving the historic nature of the existing home; and preservation of street trees from future removal.

8. Consideration of New Business:

8.1. 314 Dorothy Lane – Swimming Pool/Conservation Easement Relocation: Appearing was Mr. Rob Livesay, owner; Mr. Jon Antonucci, LA; and Mr. George Hartman of Bohler Engineering. Mr. Livesay requested to swap an area of deed-restricted natural resource protection on his property for an equivalent portion of adjoining natural area for the purposes of building a swimming pool and associated structures. This would require the recording of an amended Record Plan for the parcel.

Ms. McCabe inquired if there were any additional diseased trees. Mr. Livesay reported that remaining trees had been treated.

MOTION: Upon motion by Mrs. Haun, seconded by Mrs. Jones and unanimously carried, the Board approved a natural resource area swap for 314 Dorothy Lane, contingent upon compliance with Gilmore's review letter dated December 17, 2020; and pending the Solicitor drafting a resolution for signature by the Board.

8.2. 120 Liberty Lane Amended Final Plan: Appearing for the Applicant was Dr. Larry Caplin, owner/CEO of Docs Health, Mr. Rob Cunningham, P.E; and Ms. Kellie McGowan, Esq. The Applicant proposed to use the property as a medical warehouse/storage facility for healthcare for the US Military and requested a waiver of land development.

Ms. McGowan noted a minor amendment to the approved plan for an additional driveway and thirty-six additional parking spaces in order to accommodate the required fire access and improve circulation and accessibility to the warehouse building.

Mr. Kennard stated that Staff had no issues with the proposed plan.

MOTION: Upon motion by Ms. McCabe, seconded by Mrs. Jones and unanimously carried, the Board approved the Amended 120 Liberty Lane Final Plan.

8.3. Foxlane Homes/Highpoint Sketch Plan: Appearing for the Applicant was Mr. Joe Morrissey of Foxlane Homes and Mr. John Rathfon of Foxlane Homes, Ms. Kellie McGowan, Esq., Mr. Sam Costanzo of Van Cleef Engineering.

Mr. Hood stated he will be recusing himself from deliberation on this project, as he owned the adjoining Little Farm Estates property. He had written a letter to the State Ethics Commission for an opinion. He then turned over responsibility for the meeting to Vice Chair Mrs. Haun.

Ms. McGowan presented a new sketch plan consisting of 140 units of B3 and B5 uses (twins, 2-story and 3-story townhomes) on the Highpoint Racquet Club property in the C3 District (TMP# 26-005-047-005, 26-005-056, 26-005-056-001, 26-005-056-009 and 26-005-056-011), subject to Conditional Use. The property is situated near the Madison Apartments (C3), Little Farm Estates (MHP) and The Highlands Community (RR-PRD-1).

Ms. McGowan noted that there were significant improvements, impervious surface, and few natural resources on the existing property. The property was bisected by two existing roads: Highpoint Drive and Horizon Drive. The proposed project would use both those roads for ingress and egress in addition to three new roads. Three areas of significant open space were proposed, along with trails, a water feature, and additional amenities.

The proposed plan would need two variances: relief from a minimum of three types of dwelling units, and partial relief from 100-foot setbacks.

Ms. McCabe asked if there would be a homeowners' association (HOA). Mr. Morrissey stated there would be an HOA.

Mr. Jones expressed concern over the density. He preferred six townhouse units per block over eight. Mrs. Jones agreed, preferring two-story towns over three-story. Ms. McCabe agreed stating that the larger blocks resemble apartments.

Mrs. Haun preferred more twins and expressed concern over parking. She asked if basements would have egress windows. Mr. Morrissey responded in the affirmative.

Mrs. Haun called for public comment on the project.

Mr. Bruce Quedenfeld of Brittany Drive asked if the property was zoned commercial; was residential and allowed use. Mr. Nelson stated apartments are allowed. Mr. Quedenfeld expressed concern about overcrowding at Butler Elementary.

Mr. Mike Coleman and Mr. Brian Blackburn, both of Cedar Hill Road expressed concern over density. They preferred two-story twin or townhomes.

Ms. Margaret Briggs of Forest Park Drive, who participated via Zoom, expressed concern over the 50 percent woodland disturbance and pond.

No formal action was taken on the sketch plan. The Board then took a five-minute recess, at which time Mr. Hood resumed the Chair.

8.4. Collective Bargaining Agreement 2022-2026: Mr. Walsh stated that the New Britain Township Police Benevolent Association (PBA) and New Britain Township had reached an agreement on a new five-year Collective Bargaining Agreement (CBA), commencing January 1, 2022 through December 31, 2026. The only substantive changes to the contract were increasing the term to five years and removing outdated language for the twelve-hour shift. Salaries would be increased 3.00% for the first year of the CBA, 3.25% the second and 3.50% for the third through fifth years.

Mr. Walsh thanked the PBA representatives for their efforts in negotiating the new contract.

MOTION: Upon motion by Mrs. Jones, seconded by Mr. Jones and unanimously carried, the Board approved execution of the Collective Bargaining Agreement between the Township and the Police Benevolent Association covering the years 2022 through 2026.

9. Consent Agenda:

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones, the Board unanimously approved the following Consent Agenda items: Execution of a Stormwater Facilities Operation and Maintenance Agreement with Melvin and Beverly Kelsey for construction of an addition to an existing dwelling at 22 Farber Drive, TMP #26-021-096, with corresponding Maintenance Guarantee Fee of \$125.00; Escrow Release #3 for Hallmark Homes-Mill Ridge LLC for the Mill Ridge Subdivision in the amount of \$104,331.15, leaving \$680,019.80 remaining; Execution of a Professional Services Agreement with Scott and Kerri Ehling for construction of a swimming pool for 112 Harrison Forge Court, TMP #26-002-238, with corresponding legal and engineering escrow of \$5,000.00; Execution of a Professional Services Agreement with Gary and Maria Kensey for construction of a swimming pool for 312 Dorothy Lane, TMP #26-001-125-012, with corresponding legal and engineering escrow of \$5,000.00; Execution of a Professional Services Agreement with Diomedede and Claudia Trozzi for a lot line change for 114 & 84 Curley Mill Road, TMP #26-003-001 & #26-001-090, with corresponding legal and engineering escrow of \$2,000.00.

10. Board of Supervisors' Comments: There was no Board comments at this time.

11. Township Administration Comments:

11.1. Blood Drive March 17, 2021 from 9:00 a.m. to 7:00 p.m.: Mr. Walsh stated New Britain Township would be hosting a blood drive with the Red Cross on March 17, 2021, at 207 Park Avenue.

11.2. Appraisal of Property: Mr. Walsh requested authorization to order an appraisal of a property discussed during Executive Session.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones and unanimously carried, the Board authorized an appraisal on a property within New Britain Township.

12. Solicitor and Engineer Comments:

12.1. Butler Pike Properties LP/County Builders ZHB Decision Update: Mr. Nelson stated that the written decision in the Butler Pike Properties LP/County Builders zoning hearing had been issued. All parties had 30 days from January 7, 2021, in which to appeal the decision.

Mr. Coleman and Mr. Blackburn asked if resident concerns could be incorporated into the Township appeal. Ms. Bradley suggested that residents' concerns be submitted to the Township for future use.

MOTION: Upon motion by Mrs. Jones, seconded by Ms. McCabe, and unanimously carried, the Board authorized the Township Solicitor to file an appeal and intervention on the Township's behalf.

12.2. 400 Highpoint Board of Assessment Appeal: Mr. Nelson stated that FMCT 08 Chalfont PA LP at 400 Highpoint Drive, TMP 26-005-056-007, had appealed its real estate assessment to the Bucks County Board of Assessment. He wished to bring the appeal to the Board's attention and recommended that the Central Bucks School District (CBSD) handle the matter. No action was required by the Board at this time.

12.3. CBSD v. Club Investors Assessment Appeal: Mr. Nelson stated that CBSD had appealed the reduction of assessment for Club Investors Group LTD. Partners for the Highpoint Racquet Club, TMP #26-005-056. He wished to bring the appeal to the Board's attention and recommended that the CBSD continue to handle the matter.

MOTION: Upon motion by Mrs. Haun, seconded by Mr. Jones, and unanimously carried, the Board authorized the Township Solicitor to file an intervention and monitor both cases.

There were no Engineer Comments at this time.

13. Public Comment: Mr. Tim Hagey of Bellview Way thanked the Board, Administration, Public Works, and Police for their commitment and excellent work provided daily. He extended warm wishes to Ms. Bradley in her future position.

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

15. Payment of Bills:

15.1. Bills List dated January 8, 2020 for \$86,812.64:

MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe, the Board unanimously approved the Bills List dated January 8, 2020 for \$86,812.64.

15.2. Bills List dated January 14, 2021 for \$100,505.80:

MOTION: Upon motion by Mr. Jones, seconded by Mrs. Haun, the Board unanimously approved the Bills List dated January 14, 2021 for \$100,505.80.

15.3. Bills List dated January 22, 2021 for \$12,669.79 (medical reimbursements):

MOTION: Upon motion by Mrs. Jones, seconded by Mrs. Haun, the Board unanimously approved the Bills List dated January 22, 2021 for \$12,669.79 (medical reimbursements).

16. Adjournment:

MOTION: There being no further business or comment, a motion was made by Mr. Jones, seconded by Mrs. Haun, and unanimously carried, to adjourn the meeting at 9:20 p.m.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

Helen B. Haun, Vice Chair

William B. Jones, III, Member

Cynthia Jones, Member

MaryBeth McCabe, Esq., Member

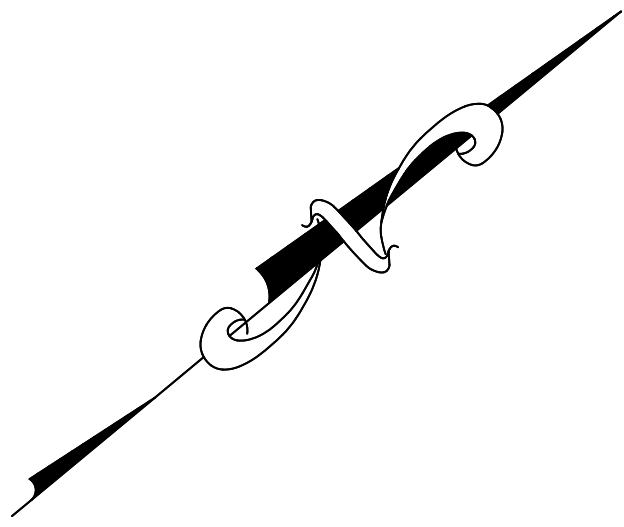
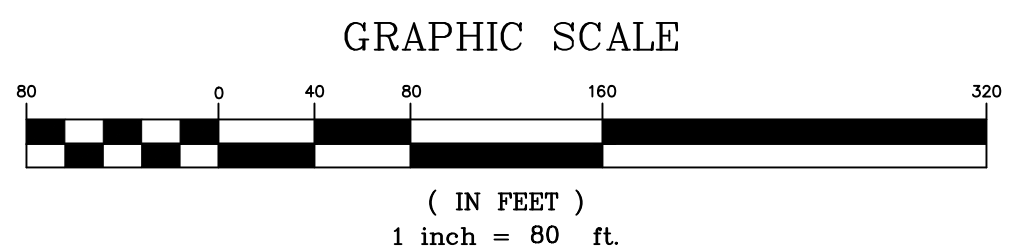
Attest: _____

Michael Walsh
Secretary/Assistant Manager



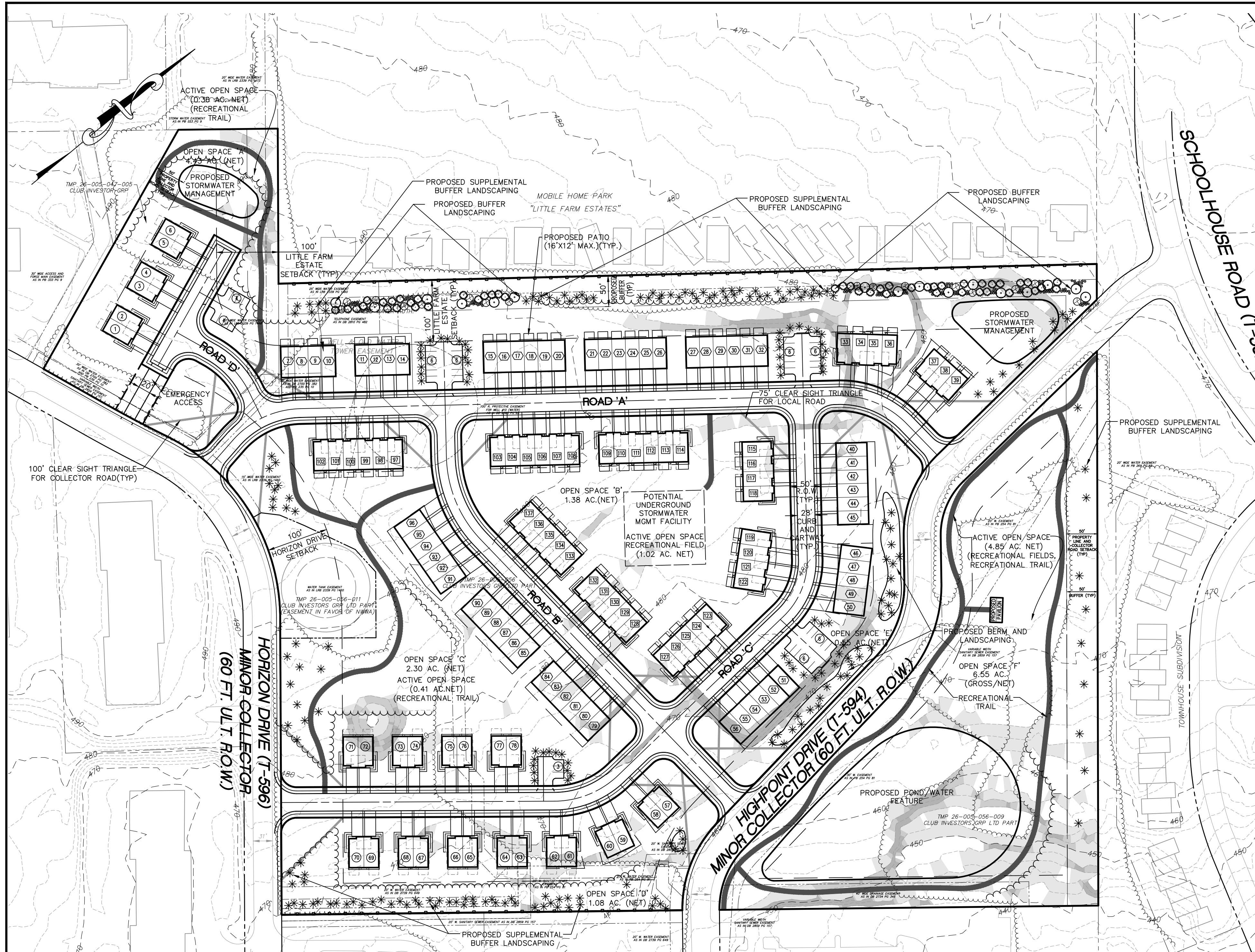
HIGH POINT RACQUET CLUB

SITE RENDERING
 NEW BRITAIN TOWNSHIP
 BUCKS COUNTY, PENNSYLVANIA
 JANUARY 28, 2021
 PROJECT 2002-NBR



OFFICES THROUGHOUT
 NJ, EASTERN PA, DE AND MD
 501 NORTH MAIN STREET, DOYLESTOWN, PA 18901
 EMAIL: VCEPA@VCEA.ORG WEB: WWW.VCEA.ORG
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C:\Users\jacob\OneDrive\Documents\2002-NBR\2002-NBR.dwg - 2/10/2021, 8:46:14 AM, AutoCAD 2016 High Quality Plot, Sheet 1 of 1



LEGEND

- ADJOINER BOUNDARY LINE
- TRACT BOUNDARY LINE
- ULTIMATE RIGHT OF WAY
- EXISTING EDGE OF WOODLANDS
- EXISTING EASEMENT
- EXISTING STEEP SLOPES (8%-15%)
- EXISTING STEEP SLOPES (15%-25%)
- EXISTING STEEP SLOPES (25% PLUS)
- EXISTING 2' CONTOUR LINE
- EXISTING 10' CONTOUR LINE
- EXISTING EDGE OF PAVEMENT
- PROPOSED BUILDING SETBACK LINE

SITE CAPACITY CALCULATIONS

- a. GROSS SITE AREA. DETERMINE THE GROSS SITE AREA BY AN ON-SITE BOUNDARY SURVEY
- b. BASE SITE AREA
- BASE SITE AREA AS DETERMINED BY AN ON-SITE BOUNDARY SURVEY: 33.14 AC.
 - SUBTRACT LAND WITHIN THE ULTIMATE RIGHT-OF-WAY OF EXISTING ROADS; WITHIN EXISTING UTILITY RIGHTS-OF-WAY OR EASEMENTS; AND/OR WHICH HAS BEEN PRESERVED THROUGH EASEMENT OR OTHER MEANS. WATER TOWER EASEMENT WAS ALSO SUBTRACTED: -4.04 AC.
 - SUBTRACT LAND WHICH IS NOT CONTIGUOUS, I.E.:
 - A SEPARATE PARCEL WHICH DOES NOT ABUT OR ADJOIN, NOR SHARE COMMON BOUNDARIES WITH, THE REST OF THE DEVELOPMENT; AND/OR
 - LAND WHICH IS CUT OFF FROM THE MAIN PARCEL BY A ROAD, RAILROAD, EXISTING LAND USE, AND/OR MAJOR STREAM, SO AS TO SERVE AS A MAJOR BARRIER TO COMMON USE AND/OR SO THAT IT IS ISOLATED AND UNAVAILABLE FOR BUILDING PURPOSES.
 - SUBTRACT LAND WHICH, IN A PREVIOUSLY APPROVED SUBDIVISION, WAS SET ASIDE, RESERVED, AND/OR RESTRICTED FOR OPEN SPACE, NATURAL RESOURCE PROTECTION, AND/OR RECREATION PURPOSES: -0.00 AC.
 - SUBTRACT LAND USED FOR ANOTHER USE (I.E. LAND WHICH IS USED OR TO BE USED, FOR COMMERCIAL OR INDUSTRIAL USES IN A RESIDENTIAL DEVELOPMENT) OR LOCATED IN A DIFFERENT ZONING DISTRICT THAN THE REST OF THE DEVELOPMENT: -0.00 AC.

BASE SITE AREA: 29.10 AC.

RATIO BASE SITE AREA FROM THE BASE SITE AREA, SUBTRACT: -4.38 AC.

ULTIMATE ROAD RIGHTS-OF-WAY OF PROPOSED ROADS: -0.00 AC.

PROPOSED UTILITY RIGHTS-OF-WAY OR EASEMENTS: -0.00 AC.

100% PROTECTED RESOURCES: -0.00 AC.

WATERCOURSES: 29.10 AC.

RIPIARIAN BUFFERS: 0.00 AC.

FLOODPLAIN SOILS: 0.00 AC.

WETLANDS: 0.00 AC.

LAKES OR PONDS: 0.00 AC.

WETLANDS MARGINS: 0.80 AC.

WOODLANDS: 7.90 AC.

STEEP SLOPES 8-15%: 0.60 AC.

STEEP SLOPES 15-25%: 0.70 AC.

STEEP SLOPES 25% PLUS: 0.85 AC.

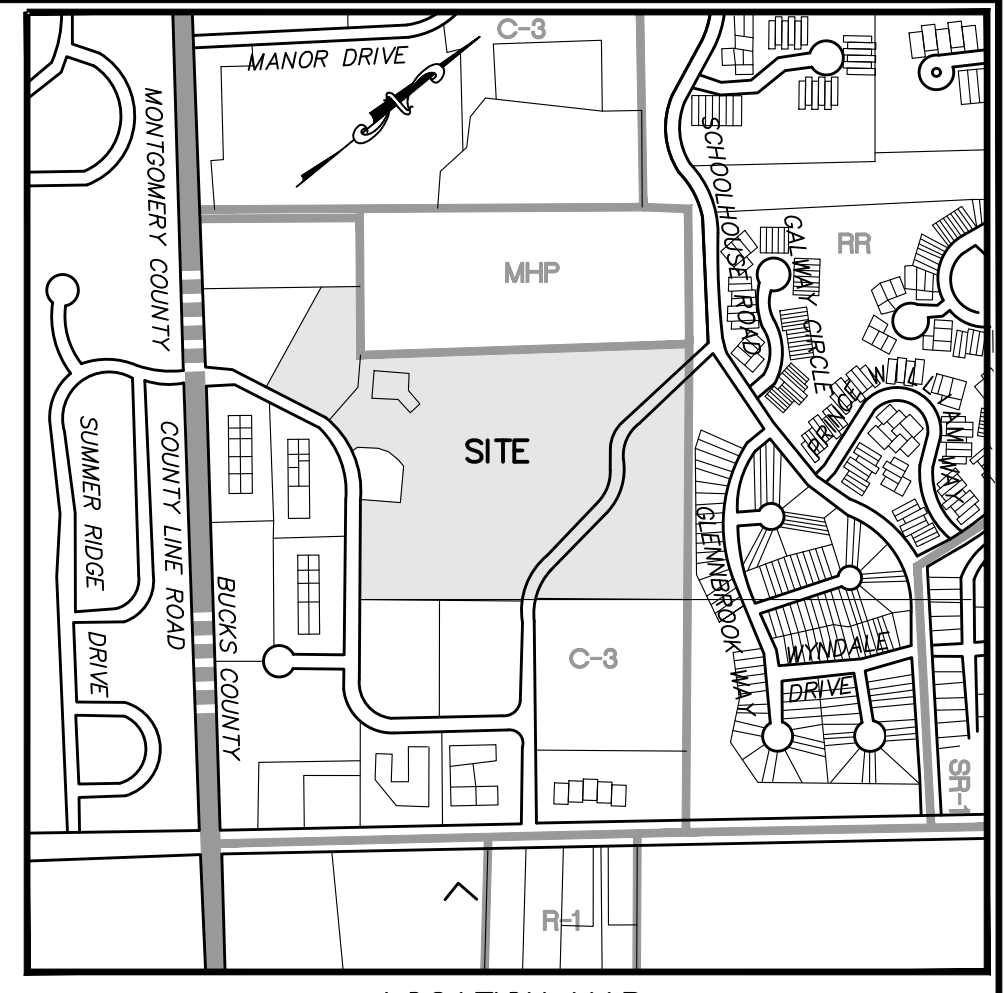
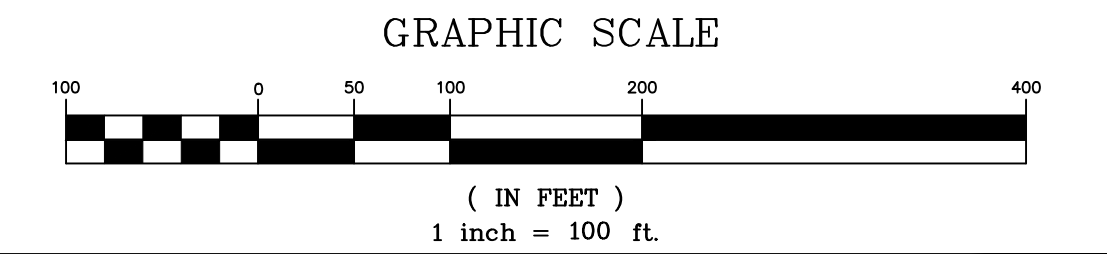
TOTAL: 24.72 AC.

c. LAND WITH RESOURCE RESTRICTIONS AND RESOURCE PROTECTION LAND

RESOURCE	PROTECTION RATIO	ACRES OF LAND IN RESOURCE	RESOURCE PROTECTION LAND	ACRES OF LAND TO BE DISTURBED
WATERCOURSES	1.00	0.00	0.00	0.00
RIPIARIAN BUFFER	1.00	0.00	0.00	0.00
FLOODPLAIN SOILS	1.00	0.00	0.00	0.00
WETLANDS	1.00	0.00	0.00	0.00
LAKES OR PONDS	1.00	0.00	0.00	0.00
WETLANDS MARGINS	0.80	0.80	0.00	0.00
WOODLANDS	0.80	7.90	6.32	TBD
STEEP SLOPES 8-15%	0.60	0.07	0.04	TBD
STEEP SLOPES 15-25%	0.70	0.04	0.04	TBD
STEEP SLOPES 25% PLUS	0.85	0.08	0.07	TBD
TOTAL		8.09	6.46	TBD

- d. MINIMUM OPEN SPACE. CALCULATE THE MINIMUM OPEN SPACE USING THE FOLLOWING:
- BASE SITE AREA: 29.10 AC.
- MULTIPLY BY MINIMUM OPEN SPACE RATIO: x 0.45
- STANDARD MINIMUM OPEN SPACE: 13.10 AC.
- DETERMINE REQUIRED OPEN SPACE. THE REQUIRED OPEN SPACE IS THE TOTAL OF THE RESOURCE PROTECTION LAND WITH A 1.00 PROTECTION RATIO OR THE MINIMUM OPEN SPACE, WHICHEVER IS GREATER: 13.10 AC.
- f. NET BUILDABLE SITE AREA. CALCULATE THE NET BUILDABLE SITE AREA USING THE FOLLOWING:
- BASE SITE AREA: 29.10 AC.
- SUBTRACT REQUIRED OPEN SPACE: -13.10 AC.
- NET BUILDABLE SITE AREA: 16.00 AC.

- g. NUMBER OF DWELLING UNITS/LOTS. CALCULATE THE MAXIMUM NUMBER OF DWELLING UNITS USING THE FOLLOWING:
- PER ZONING ORDINANCE SECTION 27-1403.c.6, PERMITTED DENSITY IS FIVE DWELLING UNITS PER ACRE OF BASE SITE AREA: 29.10 AC.
- BASE SITE AREA: x 5.0
- MULTIPLY BY MAXIMUM DENSITY: 145 D.U.
- NUMBER OF DWELLING UNITS PERMITTED: 145 D.U.
- h. IMPERVIOUS SURFACE. CALCULATE THE MAXIMUM AREA OF IMPERVIOUS SURFACES USING THE FOLLOWING:
- RATIO BASE SITE AREA: 24.72 AC.
- MULTIPLY BY MAXIMUM IMPERVIOUS SURFACE RATIO: x 0.65
- MAXIMUM PERMITTED IMPERVIOUS SURFACE: 16.06 AC.



LOCATION MAP
SCALE: 1" = 800'

ZONING DATA

ZONED: C3 - COMMERCIAL DISTRICT

EXISTING USE: E2 PRIVATE RECREATION FACILITY (PERMITTED)

PROPOSED USE: B3/B5 TWINS AND TOWNS MIXED COMMUNITY (CONDITIONAL USE)

	REQUIRED	PROPOSED
MIN. SITE AREA	20 AC.	33.14 AC.
MIN. SITE DEPTH	300 FT.	300 FT.
MAX. BLDG. COVERAGE	300 FT.	300 FT.
MAX. IMPERV. COVERAGE	40%	34%
MIN. BUILDING SETBACKS	40 FT.	N/A
LOCAL STREETS	100 FT.	50 FT. ⁽¹⁾
OTHER STREETS	100 FT.	50 FT. ⁽¹⁾
PROPERTY LINES	35 FT.	35 FT.
MAX. HEIGHT	4.7	4.7
MAX. DENSITY (D.U./AC. OF BASE SITE AREA)	45%	56%

⁽¹⁾100 FT. PROVIDED ALONG LITTLE FARM ESTATES AND ALONG HORIZON DR. VARIANCE REQUIRED TO ALLOW 50 FT. ALONG OTHER BOUNDARIES.

	TWIN HOME	3-STORY TOWNHOUSE	2-STORY TOWNHOUSE
	(22 FEET WIDE)	(24 FEET WIDE)	(24 FEET WIDE)
REQUIRED	4,000 SF	2,500 SF	2,500 SF
PROPOSED	4,000 SF	2,500 SF	2,500 SF
MIN. LOT AREA (PER UNIT)	4,000 SF	2,500 SF	2,500 SF
MIN. LOT WIDTH (PER UNIT)	40 FT.	40 FT.	N/A
(Ø REQ'D BSBL)	40 FT.	40 FT.	N/A
MIN. LOT WIDTH (1-CAR GARAGE)	N/A	N/A	20 FT.
(Ø REQ'D BSBL)	N/A	N/A	20 FT.
MIN. LOT WIDTH (2-CAR GARAGE)	N/A	N/A	26 FT.
(Ø REQ'D BSBL)	N/A	N/A	26 FT.
MAX. BLDG. COVERAGE (LOT)	35%	≤35%	≤50%
MIN. YARDS			
FRONT	30 FT.	30 FT.	25 FT.
SIDE	15 FT.	15 FT.	15 FT.
REAR	30 FT.	30 FT.	25 FT.
MIN. BLDG. SPACING	N/A	N/A	30 FT.
MAX. NUMBER OF UNITS PER BLDG.	2	8	6

GENERAL NOTES

- THIS MAP REPRESENTS A BOUNDARY TAKEN FROM DEEDS AND PLANS OF RECORD.
- CONTOURS WERE DERIVED FROM A BARE-EARTH DIGITAL ELEVATION MODEL CONSTRUCTED FROM PAMAP LIDAR (LIGHT DETECTION AND RANGING) ELEVATION POINTS, PREPARED BY PAMAP PROGRAM, PA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, BUREAU OF TOPOGRAPHIC AND GEOLOGIC SURVEY.
- THE SITE IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), STATE PLANE COORDINATE SYSTEM 1983, PENNSYLVANIA SOUTH ZONE HORIZONTALLY AND TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) VERTICALLY.
- SITE FEATURES SHOWN HEREON ARE BASED ON AERIAL PHOTOGRAPHY AS PREPARED BY DELAWARE VALLEY REGIONAL PLANNING COMMISSION 2015 DIGITAL ORTHOMAGERY. THE PHOTOGRAPHY WAS TAKEN IN THE SPRING OF 2015.
- THIS PLAN DOES NOT CONSTITUTE A SURVEYED BOUNDARY OR TOPOGRAPHY NOR TITLE SEARCH BY VAN CLEEF ENGINEERING ASSOCIATES. EASEMENTS SHOWN HEREON ARE APPROXIMATE AND ARE AS TAKEN FROM A TITLE REPORT PROVIDED TO VAN CLEEF ENGINEERING ASSOCIATES.
- NO CERTIFICATION IS MADE BY VEEA AS TO THE POSITION OF ANY ABOVE GROUND OR UNDERGROUND UTILITIES OR TO THE COMPLETENESS OF ANY UTILITIES SHOWN.
- THIS SITE IS SITUATED IN FLOOD ZONE X, BEING DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN ON THE FLOOD INSURANCE RATE MAP (FIRM) PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), MAP NUMBERS 42017C0289K AND 42017C0289K, HAVING AN EFFECTIVE DATE OF MARCH 21, 2017.
- SOILS TAKEN FROM NRCS WEBSITE.
- PURSUANT TO NATIONAL WETLANDS INVENTORY MAPPING, THIS SITE DOES NOT CONTAIN WETLANDS. ALSO, PURSUANT TO THE NRCS SOIL SURVEY, THE SITE DOES NOT CONTAIN FLOODPLAIN SOILS. HOWEVER, THE SITE DOES CONTAIN A SMALL AREA OF HYDRIC SOILS.
- STORMWATER MANAGEMENT FACILITIES SHOWN HEREON ARE CONCEPTUAL ONLY AND ARE SUBJECT TO INFILTRATION TESTING AND DETAILED DESIGN.

RELIEF REQUIRED:

- IT IS ANTICIPATED THAT ZONING RELIEF WILL BE REQUIRED FROM THE FOLLOWING:
- §27-1403.c.1, REQUIRING BUILDING SETBACKS ALONG STREETS OTHER THAN LOCAL AND ALONG PROPERTY LINES OF 100 FEET. 50 FOOT SETBACKS ARE PROPOSED EXCEPT ADJACENT TO LITTLE FARM ESTATES AND HORIZON DRIVE, WHERE 100 FOOT SETBACKS ARE PROPOSED.
 - §27-1403.c.6, REQUIRING 3 TYPES OF DWELLING CLASSES. TO PERMIT 22' WIDE AND 24' WIDE TOWNHOUSES TO QUALIFY AS 2 SEPARATE DWELLING TYPES.
- IT IS ANTICIPATED THAT SALDO RELIEF WILL BE REQUIRED FROM THE FOLLOWING:
- INTERSECTION SPACING (800 FEET ALONG PRIMARY ROADS AND 500 FEET ALONG LOCAL STREETS) REQUIRED.
 - MINIMUM CUL-DE-SAC LENGTH OF 400 FEET.
 - CUL-DE-SAC BULB REQUIREMENTS.
 - MINIMUM DRIVEWAY DISTANCE TO PROPERTY LINE OF 5 FEET.
 - MINIMUM DRIVEWAY DISTANCE TO INTERSECTION OF 40 FEET.
 - FROM PROVIDING DRIVEWAY TURN-AROUNDS ON LOT.
 - FROM PROVIDING DRIVEWAY CLEAR SIGHT TRIANGLES OF 50 FEET.
 - FROM PROVIDING INTERSECTION CLEAR SIGHT TRIANGLES OF 50 FEET.

NATURAL RESOURCE PROTECTION

RESOURCE	PROTECTION RATIO	LAND IN RESOURCE*	REQUIRED RESOURCE PROTECTION LAND	PROPOSED RESOURCE PROTECTION LAND
WATERCOURSES	1.00	0.00 AC.	0.00 AC.	0.00 AC.
RIPIARIAN BUFFER	1.00	0.00 AC.	0.00 AC.	0.00 AC.
FLOODPLAIN	1.00	0.00 AC.	0.00 AC.	0.00 AC.
FLOODPLAIN (ALLUVIAL) SOILS	1.00	0.00 AC.	0.00 AC.	0.00 AC.
WETLANDS	1.00	0.00 AC.	0.00 AC.	0.00 AC.
LAKES OR PONDS	1.00	0.00 AC.	0.00 AC.	0.00 AC.
WOODLANDS	80%**	9.53 AC.	7.62 AC.	5.02 AC.**
STEEP SLOPES (8%-15%)	60	1.04 AC.***	0.64 AC.	0.64 AC.
STEEP SLOPES (15%-25%)	70	0.19 AC.***	0.13 AC.	0.13 AC.
STEEP SLOPES (25%+)	85	0.08 AC.***	0.07 AC.	0.07 AC.
AGRICULTURAL SOILS	50	N/A	N/A	N/A

* THE AMOUNT OF LAND IN EACH RESOURCE IS THE TOTAL AMOUNT OF THAT RESOURCE WITHIN THE BASE SITE AREA. RESOURCE AREAS SUBJECT TO FINDINGS OF A BOUNDARY AND TOPOGRAPHIC SURVEY.

** WOODLAND DISTURBANCE OF UP TO 50% IS PERMITTED IF TREE REPLACEMENT IS PROVIDED.

*** ONLY NATURAL STEEP SLOPES WERE INCLUDED, ALL OF WHICH WERE LOCATED ON LAND EAST OF HIGHPOINT DRIVE.

TRACT IMPERVIOUS SURFACE CALCULATIONS

PERMITTED: 65%
24.72 AC. x 0.65 = 16.06 AC.

EXISTING: 11.90 AC.

PROPOSED: 8.29 AC.

8.29 AC./24.72 AC. = 34%

DENSITY CALCULATIONS:

PERMITTED: 5 D.U. PER AC. OF BASE SITE AREA
29.10 AC. x 5 = 145 D.U.

PROPOSED: 137 D.U.
137 D.U./29.10 AC. = 4.7 D.U./AC.

OPEN SPACE CALCULATIONS

REQUIRED: 45%
29.10 AC. x 0.45 = 13.10 AC.

PROPOSED:
OPEN SPACE 'A'(NET)* 4.43 AC.
OPEN SPACE 'B'(NET)* 1.38 AC.
OPEN SPACE 'C'(NET)* 2.30 AC.
OPEN SPACE 'D'(NET)* 1.08 AC.
OPEN SPACE 'E'(NET)* 0.55 AC.
OPEN SPACE 'F'(NET)* 6.55 AC.
TOTAL: 16.29 AC.

16.29 AC. / 29.10 AC. = 56%**

* NET AREA EXCLUDES REQUIRED LOT AREAS, PARKING AREAS, AREAS LESS THAN 20 FEET IN WIDTH, AND WATER TOWER EASEMENT.

** UP TO 30% OF OPEN SPACE MAY CONTAIN STORMWATER MANAGEMENT FACILITIES.

ACTIVE OPEN SPACE CALCULATIONS

REQUIRED: 50% OF OPEN SPACE
13.10 AC. x 0.50 = 6.55 AC.

PROPOSED:
PORTION OF OPEN SPACE 'A' 0.36 AC.
PORTION OF OPEN SPACE 'B' 1.02 AC.
PORTION OF OPEN SPACE 'C' 0.41 AC.
PORTION OF OPEN SPACE 'F' 4.85 AC.
TOTAL: 6.62 AC.

6.62 AC. / 13.10 AC. = 50%

* AREA INCLUDES EXISTING UNDERGROUND UTILITY EASEMENTS (AS PERMITTED PER 27-1403.c.11.(c)), RECREATION AMENITIES, BUT EXCLUDES STORMWATER MANAGEMENT FACILITIES.

FEE IN LIEU OF PARK AND RECREATION LAND
A FEE IN LIEU OF PARK AND RECREATION LAND WILL BE OFFERED TO NEW BRITAIN TWP
REQUIRED: \$2,500 PER D.U.
137 D.U. x \$2,500 = \$342,500

DWELLING UNIT MIX

REQUIRED	MINIMUM NUMBER OF CLASSES REQUIRED	MAXIMUM ALLOWED PERCENTAGE OF ANY ONE CLASS	MINIMUM ALLOWED PERCENTAGE OF ANY ONE CLASS
NUMBER OF DWELLING UNITS	1 TO 25	100%	20%
	26-100	75%	25%
	101 OR MORE	50%	10%

PROPOSED

DWELLING TYPE	QTY	MAXIMUM ALLOWED PERCENTAGE OF TOTAL	MINIMUM ALLOWED PERCENTAGE OF TOTAL
22' WIDE TOWNHOUSE	61	45%	20%
24' WIDE TOWNHOUSE	48	35%	25%
TWIN	28	20%	10%
TOTAL	137		

PARKING CALCULATIONS

REQUIRED: 2 SPACES PER DWELLING UNIT PLUS 0.3 SPACE PER D.U. IN COMMON GUEST PARKING AREAS.
137 x 2 = 274 SPACES PLUS
137 x 0.3 = 42 SPACES*
TOTAL: 316 SPACES

PROPOSED:
22' WIDE TOWNHOUSES DRIVEWAY (2 SP./D.U.) 61 x 2 = 122
24' WIDE TOWNHOUSES DRIVEWAY (2 SP./D.U.) 48 x 2 = 96
TWIN DRIVEWAY (2 SP./D.U.) 28 x 2 = 56
COMMON PARKING AREAS: 47
TOTAL: 321

PLAN NOTATION

ONLY THOSE PLANS WHICH CONTAIN AN IMPRESSED SEAL OR A RED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.

*NON-STREET PARKING MAY COUNT, HOWEVER NONE ARE DESIGNATED AT THIS TIME.

BUFFER REQUIREMENTS

REQUIRED: FOR BUFFER WIDTHS OF 45 FEET OR GREATER, ONE OF THE FOLLOWING OPTIONS:
OPTION A: 1 CANOPY TREE PER 50 FEET, 1 FLOWERING TREE PER 50 FEET, 1 EVERGREEN PER 50 FEET AND 1 SHRUB PER 15 FEET.
OPTION B: 1 CANOPY TREE PER 100 FEET, 1 EVERGREEN PER 30 FEET AND 1 HEDGE PLANTED 1-5 FEET INSIDE THE BOUNDARY LINE WITH PLANTS 3 FEET ON CENTER.
OPTION C: 1 EVERGREEN PER 25 FEET AND 1 SHRUB PER 10 FEET.
OPTION D: A BERM VARYING IN HEIGHT FROM 3-5 FEET WITH MAXIMUM SIDE SLOPES OF 4:1 AND 1 FLOWERING OR EVERGREEN TREE PER 20 FEET AND 1 SHRUB PER 10 FEET.

PROPOSED: TWO OPTIONS: OPTION A PLUS OPTION C (EXISTING VEGETATION ALONG NORTHEASTERLY BOUNDARY TO BE SUPPLEMENTED AS NEEDED)
770 LF OF UNVEGETATED BUFFER EXISTS

OPTION A:
1 CANOPY TREE PER 50 FEET 770 FT/50 FT = 16 CANOPY TREES
1 FLOWERING TREE PER 50 FEET 770 FT/50 FT = 16 FLOWERING TREES
1 EVERGREEN TREE PER 50 FEET 770 FT/50 FT = 16 EVERGREEN TREES
1 SHRUB PER 15 FEET 770 FT/15 FT = 52 SHRUBS

PLUS OPTION C:
1 EVERGREEN TREE PER 25 FEET 770 FT/25 FT = 31 EVERGREEN TREES
1 SHRUB PER 10 FEET 770 FT/10 FT = 77 SHRUBS

TOTAL PROPOSED:
16 CANOPY TREES 47 EVERGREEN TREES
16 FLOWERING TREES 129 SHRUBS

REVISED PER CLIENT AND TWP FEEDBACK	SDC	1/28/21	DATE: SEPTEMBER 9, 2020
REVISED PER CLIENT AND TWP FEEDBACK	SDC	1/22/21	SCALE: 1" = 100'
REVISED PER CLIENT AND TWP FEEDBACK	SDC	1/20/21	DESIGNED BY: LSM
REVISED PER CLIENT FEEDBACK	SDC	12/31/20	DRAWN BY: LSM
REVISED PER CLIENT FEEDBACK	SDC	12/23/20	CHECKED BY: SDC
REVISIONS	AUTH.	DATE	JOB NO. 20-02-NBR

Van Cleaf ENGINEERING ASSOCIATES

Consulting Civil Engineering
Environmental Engineering
Municipal Engineering
Land Surveying
Professional Planning
Landscape Architecture

501 NORTH MAIN STREET, DOYLESTOWN, PA 19901
WEB: WWW.VANCLEEFENGINEERING.COM
PHONE: (215) 345-1876 FAX: (215) 345-1730

OFFICES THROUGHOUT NJ, EASTERN PA AND DE

SKETCH PLAN
FOR
HIGH POINT RACQUET CLUB
TMP'S: 26-5-47-5, 26-5-56, 26-5-56-1, 26-5-56-9, 26-5-56-11
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

COUNTY LINE ROAD (SR 2038)

SCHOOLHOUSE ROAD (T-332)

ACTIVE OPEN SPACE
(0.36 AC. NET)
(RECREATIONAL TRAIL)

OPEN SPACE 'A'
4.43 AC. (NET)

PROPOSED STORMWATER
MANAGEMENT

MOBILE HOME PARK
"LITTLE FARM ESTATES"

PROPOSED PATIO
(16'X12' MAX.) (TYP.)

100'
LITTLE FARM
ESTATE
SETBACK (TYP)

100'
LITTLE FARM
ESTATE
SETBACK (TYP)

50'
PROPOSED
BUFFER
(TYP)

PROPOSED STORMWATER
MANAGEMENT

EMERGENCY
ACCESS

ROAD 'D'

ROAD 'A'

OPEN SPACE 'B'
1.38 AC. (NET)

POTENTIAL
UNDERGROUND
STORMWATER
MGMT FACILITY

ACTIVE OPEN SPACE
RECREATIONAL FIELD
(1.02 AC. NET)

50'
R.O.W.
TYP.

28'
CURB
AND
ARTW.
TYP.

ACTIVE OPEN SPACE
(4.85 AC. NET)
(RECREATIONAL FIELDS,
RECREATIONAL TRAIL)

50'
PROPERTY
LINE AND
COLLECTOR
ROAD SETBACK
(TYP)

50'
BUFFER (TYP)

100'
HORIZON DRIVE
SETBACK

HORIZON DRIVE (T-596)
MINOR COLLECTOR
(60 FT. ULT. ROW.)

OPEN SPACE 'C'
2.30 AC. (NET)
ACTIVE OPEN SPACE
(0.41 AC. NET)
(RECREATIONAL TRAIL)

ROAD 'B'

ROAD 'C'

OPEN SPACE 'E'
0.55 AC. (NET)

OPEN SPACE 'F'
6.55 AC.
(GROSS/NET)
RECREATIONAL
TRAIL

HIGH POINT DRIVE (T-594)
MINOR COLLECTOR (60 FT. ULT. ROW.)

PROPOSED POND/WATER
FEATURE

OPEN SPACE 'D'
1.08 AC. (NET)

OPEN SPACE CALCULATIONS

REQUIRED: 45%
29.10 AC. x 0.45 = 13.10 AC.
PROPOSED:
OPEN SPACE 'A'(NET)* 4.43 AC.
OPEN SPACE 'B'(NET)* 1.38 AC.
OPEN SPACE 'C'(NET)* 2.30 AC.
OPEN SPACE 'D'(NET)* 1.08 AC.
OPEN SPACE 'E'(NET)* 0.55 AC.
OPEN SPACE 'F'(NET)* 6.55 AC.
TOTAL 16.29 AC.
16.29 AC. / 29.10 AC. = 56%**
* NET AREA EXCLUDES REQUIRED LOT AREAS,
PARKING AREAS, AREAS LESS THAN 20 FEET
IN WIDTH, AND WATER TOWER EASEMENT.
** UP TO 30% OF OPEN SPACE MAY CONTAIN
STORMWATER MANAGEMENT FACILITIES.

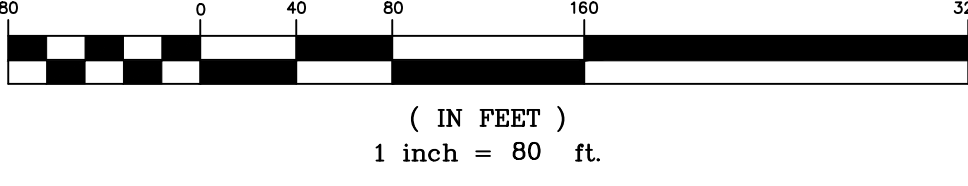
ACTIVE OPEN SPACE CALCULATIONS

REQUIRED: 50% OF OPEN SPACE
13.10 AC. x 0.50 = 6.55 AC.
PROPOSED:
PORTION OF OPEN SPACE 'A'* 0.36 AC.
PORTION OF OPEN SPACE 'B'* 1.02 AC.
PORTION OF OPEN SPACE 'C'* 0.41 AC.
PORTION OF OPEN SPACE 'F'* 4.85 AC.
TOTAL 6.62 AC.
6.62 AC. / 13.10 AC. = 50%
* AREA INCLUDES EXISTING UNDERGROUND UTILITY EASEMENTS
(AS PERMITTED PER 27-1403.c.11.(c)), RECREATION AMENITIES,
BUT EXCLUDES STORMWATER MANAGEMENT FACILITIES.

LEGEND

NET OPEN SPACE

GRAPHIC SCALE



		DATE: JANUARY 22, 2021
		SCALE: 1" = 80'
		DESIGNED BY: LSM
		DRAWN BY: LSM
REVISED PER CLIENT AND TWP FEEDBACK	SDC	1/28/21
REVISIONS	AUTH.	DATE
		CHECKED BY: SDC
		JOB NO. 20-02-NBR

Van Cleef
ENGINEERING ASSOCIATES

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SKETCH PLAN WITH NET OPEN SPACE
FOR
HIGH POINT RACQUET CLUB
TMP'S: 26-5-47-5, 26-5-56, 26-5-56-1, 26-5-56-9, 26-5-56-11
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

RESOLUTION NO. 2021-06

(Duly Adopted: 1/25/21)

**NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP GRANTING PRELIMINARY-FINAL LAND DEVELOPMENT APPROVAL TO JAMP DEVELOPMENT, LLC FOR THE PRELIMINARY AND FINAL LAND DEVELOPMENT AND MAJOR SUBDIVISION PLANS FOR 98 RAILROAD AVENUE SUBDIVISION, PREPARED BY HOLMES CUNNINGHAM ENGINEERING, LLC., DATED MAY 17, 2019, LAST REVISED AUGUST 21, 2020, CONSISTING OF 13 SHEETS, WHICH PROPOSE TO CREATE THREE NEW RESIDENTIAL DWELLING UNITS.

WHEREAS, JAMP Development, LLC. (“Applicant”) has submitted an application for preliminary-final plan approval of a residential land development that proposes to construct 3 new single-family homes (“Project”) on a parcel of land located at the corner of Railroad Avenue and Barry Road and denoted as Tax Map Parcel #26-001-112 (“Property”); and

WHEREAS, this proposal is reflected on a plan entitled “Preliminary and Final Land Development and Major Subdivision Plans for 98 Railroad Avenue Subdivision”, prepared by Holmes Cunningham Engineering, LLC., dated May 17, 2019, last revised August 21, 2020, consisting of 13 sheets (“Plan”); and

WHEREAS, the New Britain Township Planning Commission reviewed the Plan at its December 8, 2020 meeting, and having found it to be in substantial compliance with the requirements of the Township Zoning Ordinance, the Township Subdivision and Land Development Ordinance, and other applicable Township regulations recommended that preliminary approval be granted.

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

1. Applicant shall comply with all recommendations of the Gilmore and Associates Review Letter of November 13, 2020 unless modified herein. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
2. Applicant shall comply with all recommendations of the Bucks County Planning Commission Review Letter of June 19, 2019 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)

3. Applicant shall comply with all recommendations of the New Britain Township Fire Marshal review letter of November 25, 2020 unless herein modified. A true and correct copy of this letter is attached hereto and incorporated herein. (Township Code §22-403, §22-502)
4. Applicant shall execute a recordable document in a form approved by the Township Solicitor protecting the façade of the existing house proposed to remain on Lot 2 as shown on the Plan.
5. Applicant shall construct all public improvements shown on the Plan, including, but not limited to, water and sewer facilities, stormwater facilities, street trees, roadway widening, installation of curbs and sidewalks, and roadway milling and overlay; or else, install partial improvements as approved by the Township; and/or contribute a fee-in-lieu of these improvements. When contributing a fee-in-lieu of, Applicant shall be required to submit payment of 50% of the estimated cost of the required public improvements that have been waived as set forth below. This fee will be determined once the Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-700; §22-701.8, §22-903, §22-904; Township Resolution 2007-12).
6. Applicant shall contribute the agreed upon \$7,500.00 fee (\$2,500.00 per dwelling unit) in lieu of park and recreation improvements contemporaneously with execution of any development agreements or other documents. (Township Code §22-715)
7. Applicant shall obtain all required approvals from various agencies having jurisdiction over the Project, including, but not limited to: Pennsylvania Department of Environmental Protection (“DEP”) NPDES Permit, DEP Sewage Facilities Planning Module, Bucks County Health Department, Bucks County Conservation District E & S Permit, and Pennsylvania Department of Transportation (“PennDOT”) Highway Occupancy Permit. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
8. Applicant shall provide written verification of approval from North Penn Water Authority as to the provision of public water service to the Property, including fire protection. Applicant shall also provide the Township with a copy of any service agreements. (Township Code §22-406.1, §22-711, §22-720, §22-721, §22-905)
9. Applicant shall execute the required Stormwater Maintenance Agreement in a form approved by the Township Solicitor and pay the required stormwater fee based upon \$2.50 per linear foot of existing and proposed roads within the development contemporaneously with execution of any development agreements or other documents. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-03)

10. Applicant shall pay the Stormwater BMP Maintenance Guarantee fee applied to all proposed BMPs installed within the Township for the timely installation, proper construction, and continued maintenance of such facilities by the owner of the subject property. The fee is 5% of the construction costs of all the BMPs proposed as a part of the Project, with a minimum fee of \$100.00, but not to exceed \$10,000.00. This fee will be determined by the Township Engineer once Applicant's Opinion of Probable Cost is reviewed and approved by the Township Engineer. (Township Code §22-712.13, §§26-151 - 164; Township Fee Resolution No. 2021-03)
11. Applicant shall submit to the Township Engineer for review all necessary legal descriptions and construction cost estimates of the site improvements. (Township Code §22-406.1, §22-903, §22-904)
12. Applicant shall execute Development and Financial Security Agreements and all other development documents (including all necessary agreements, easements, deeds of dedication and declarations), all in a form and manner to be approved by the Township Solicitor; Applicant shall post sufficient financial security in a form acceptable to the Township; Applicant shall provide proof of sufficient insurance coverage to the Township. (Township Code §22-406.1)
13. Applicant shall execute all deeds of dedication, legal descriptions of rights-of-way, access easement descriptions, lot descriptions, notes, etc., all in a form and manner to be approved by the Township Solicitor. Descriptions for those areas of land specified on the Plans for dedication to the Township shall be submitted to the Township Engineer in a form suitable to the Engineer. These deeds shall be accompanied by title insurance to the benefit of the Township indicating that title to these areas is free and clear of all liens, encumbrances and restrictions that could adversely affect the use of these dedicated for roadways and other proper purposes. (Township Code §22-406.1)
14. Applicant shall pay all appropriate fees applicable to this Project including all outstanding bills from the Township's professional consultants. (Township Code §22-406.1)
15. All documentation shall be executed prior to recording of Record Plans. (Township Code §22-406)
16. Applicant and its professionals shall execute, notarize and seal the Final Record Plan. (Township Code §22-406.2)
17. Applicant shall comply with all other applicable Township, County, State, and Federal rules, regulations, codes, ordinances, and statutes. (Township Code §22-905)

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

- a. Sections 403 & 404 - To allow a combined preliminary and final subdivision and land development submission be considered.
- b. Sections 502.1.G & H – From submitting a landscaping and lighting plan, conditioned upon Applicant providing the pertinent street tree information, such as calculations, specifications, and construction details, elsewhere in the Plan.
- c. Sections 705.3.A & G – From widening Railroad Avenue and Barry Road, conditioned upon Applicant milling and overlaying the half-width of Barry Road to PennDOT standards due to the watermain proposed within this portion of the right-of-way.
- d. Sections 705.4.C & 705.5 – From providing the required 75-foot clear sight triangle at the intersection of Barry Road and Railroad Avenue, unless otherwise required by PennDOT.
- e. Section 706.1.B – From installing curb along Railroad Avenue and Barry Road.
- f. Section 706.2.B – From installing sidewalks along Railroad Avenue and Barry Road.
- g. Section 712.2.K – From the requirement that roof drains and sump pumps connect directly to stormwater management facilities, conditioned upon Applicant revising the grading on Lot 3 to direct stormwater from proposed and future impervious surfaces to the on-lot stormwater facility.
- h. Section 712.5.E. – From providing storm pipe with a minimum diameter of 15 inches.
- i. Section 713.4. – From the requirement that street trees be provided every 30 feet along Railroad Avenue and Barry Road, conditioned upon the following:
 - a) Applicant providing the required street trees along Lot 4 at a rate of 1 tree per 30 feet of frontage and plant them at least 5 feet outside of the right-of-way of Railroad Avenue and the NPWA easement;
 - b) Applicant providing replacement trees of at least 2½ inch caliper along Railroad Avenue and Barry Road to replace the trees being removed along these frontages, with the location and size of these replacement trees being added to the Plan and shown to meet the spacing requirements of this Section; and
 - c) Applicant executing a recordable document in a form approved by the Township Solicitor protecting the existing trees along the frontages of Railroad Avenue and Barry Road that Applicant is relying upon to fulfill the requirements of this waived Section.

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

RESOLUTION NO. 2021-06

DULY ADOPTED this 25th day of January, 2021, by the Board of Supervisors of New Britain Township, in lawful session duly assembled.

Gregory T. Hood, Chairman

Helen B. Haun, Vice Chair

Cynthia M. Jones, Member

William B. Jones, III, Member

MaryBeth McCabe, Esq., Member

Attest: Michael Walsh,
Asst. Township Manager/Secretary

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 23rd day of March, A.D., 2002, by *J. ARTHUR SHELLY, JR.*, having an address at 2114 Swamp Road, Fountainville, PA 18923 ("*Grantor*"), in favor of the *TOWNSHIP OF NEW BRITAIN*, located in the County of Bucks, State of Pennsylvania, and the *COUNTY OF BUCKS* with an address of The Almshouse, Neshaminy Manor Center, 1260 Almshouse Road, Doylestown, PA 18901 (hereinafter collectively referred to as "*Grantee*").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in New Britain Township, more particularly described as Bucks County Tax Map Parcel Nos. 26-4-24, consisting of approximately 82 acres, including a 77.7965 acre portion of the property (the "*Eased Area*"); and

WHEREAS, the Eased Area possesses natural, scenic, and open space values (collectively, "*Conservation Values*") of great importance to the people of New Britain Township, the people of Bucks County, and the people of the State of Pennsylvania; and

WHEREAS, the Hardiakan Creek is an important part of the watershed ecosystem and as such provides important habitat for a wide variety of birds, fishes, and both aquatic and terrestrial mammals, plants; and

WHEREAS, the Eased Area has Conservation Values that Grantee desires to preserve and conserve for the public benefit; and

WHEREAS, the specific Conservation Values of the Eased Area are documented in an inventory of relevant features of the Eased Area, on file at the offices of Grantee, and incorporated by reference ("**Baseline Documentation**"), consisting of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Eased Area at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the Eased Area to be preserved and protected by this Easement is set forth on the attached Plan of Easement ("**Plan**") and legal description, prepared by Carroll Engineering Corporation dated October 30, 2001, attached hereto and made a part hereof as Exhibits "A" and "B"; and

WHEREAS, Grantor intends that the Conservation Values of the Eased Area be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to farming that do not significantly impair or interfere with those Conservation Values; and

WHEREAS, Grantor further intends, as owner of the Eased Area, to convey to Grantee the right to preserve and protect the Conservation Values of the Eased Area in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to preserve and protect in perpetuity the Conservation Values of the Eased Area for the benefit of this generation and the generations to come; and

WHEREAS, Grantee are municipal corporations organized pursuant to applicable State law, and as a qualified organization under the rules and regulations of the Internal Revenue Code of 1986, as amended, I.R.C., Section 170(h)(3), (hereinafter referred to as the "**Internal Revenue**

Code”), is authorized to accept conservation easements pursuant to each of its open space plans, which include as a primary purpose the preservation and protection of the land in its natural, agricultural, scenic and open space condition; and

WHEREAS, Grantee Township has received a grant under the Bucks County Municipal Open Space Program in the amount of Three Hundred Ninety-Three Thousand Eight Hundred Forty-Four Dollars (\$393,844.00) to assist it in acquiring the Easement to preserve the Conservation Values of the Eased Area; and

WHEREAS, Grantee has agreed to hold and use the Eased Area hereinafter in accordance with the rules which govern the Bucks County Municipal Open Space Program.

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the Commonwealth of Pennsylvania, and in particular the Township of New Britain and the County of Bucks, hereby grant and convey to Grantee a Conservation Easement in perpetuity over the Eased Area of the nature and character and to the extent hereinafter set forth, and covenants and declares that the prohibitions, restrictions and limitations as set forth below shall be binding upon the Eased Area in perpetuity (hereinafter referred to as “**Easement**”).

1. **PURPOSE.**

It is the purpose of this Easement to assure that the Eased Area, subject to the existing uses described herein, will be retained forever in its natural, scenic, and open space condition and to prevent any use of the Eased Area that will significantly impair or interfere with the Conservation Values of the Eased Area. Grantor intends that this Easement will confine the use

of the Eased Area to such activities, including, without limitation, those involving farming, ranching, or education that are consistent with the purpose of this Easement.

2. ACCEPTABLE BUILDING ENVELOPE.

Within the Acceptable Building Envelope, Grantor may construct one (1) additional single-family dwelling provided that:

- a. In compliance with the New Britain Township Subdivision Ordinance.
- b. No other residential structure has been constructed on the restricted land at any time since the delivery of this Grant of Easement;
- c. The residential structure and its curtilage occupy no more than two (2) acres of the Acceptable Building Envelope as defined, and
- d. The location of the residential structure and its driveway will not significantly harm the economic viability of the Eased Area for agricultural production.

Within the Acceptable Building Envelope, buildings, structures, or other improvements may be constructed, repaired, remodeled, reconstructed, or maintained for agricultural production or for residential uses permitted by this Easement. It is further provided that the construction of any new structures or buildings shall not significantly harm the economic viability of the Eased Area for agricultural purposes and shall not otherwise significantly harm the Conservation Values of the Eased Area. The location of the four (4) acre Acceptable Building Envelope shall be approximately that rectangular block indicated on Exhibit "A", but the exact location can be shifted in some other shape around the existing buildings upon agreement by Grantor and Grantee.

3. RIGHTS OF GRANTEE.

To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the Conservation Values of the Eased Area;
- b. To enter upon the Eased Area at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Eased Area;
- c. To enhance the habitat values along Hardiakan Creek by conducting grading, planting, irrigation, and other activities as may be necessary to restore and enhance the edge of the stream through the planting of native trees, shrubs, and other kinds of vegetation, all at Grantee's expense;
- d. To enter the Easement area immediately adjacent to the Hardiakan Creek for the purpose of study and to make scientific observations;
- e. To permit public access for pedestrian and non-motorized bicycle purposes, only within a distance of seventy-five (75) feet from the banks of the Hardiakan Creek, or within the 100-year floodplain, located on the Eased Area, whichever is greater, along the entire length of the stream as it runs through the Eased Area and as further delineated on the Plan, and such public access shall be subject to such limitations as the parties agree to from time to time. Public access to the Eased Area shall always be limited to the area along the banks of the Hardiakan Creek as provided in this Paragraph, and during Grantor's natural lifetime, public access

of individuals or groups shall be subject to the consent of Grantor, which shall not be unreasonably withheld.

- f. To prevent any activity on or use of the Eased Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Eased Area that may be damaged by any inconsistent activity or use;
- g. To erect on the Eased Area, at their sole cost and expense, signs that may customarily be used to identify lands permanently preserved by the New Britain Township through the Bucks County Municipal Open Space Program. Such sign shall not exceed twenty (20) square feet on a side and shall be suitable for the Conservation Values of the Eased Area.
- h. An access and temporary construction easement to construct a walking path of natural pervious materials along the Hardiakan stream corridor and within the riparian buffer of the stream extending from the edge of the stream to the extent of the 100-year flood plain or seventy-five (75) feet, whichever is greater, and under the direction of a recognized specialist in trail design and construction. The riparian buffer is defined as the area adjoining the Hardiakan Creek which intercepts surface runoff, subsurface flow and deeper groundwater flows from upland sources removing and buffering the effects of nutrients, sediment, organic matter, pesticides, and other pollutants prior to entry into the Hardiakan Creek. The construction of the walking path as described in this Paragraph shall be deferred until such time as Grantor is deceased, ~~or upon transfer of the property by~~

~~Grantor~~



4. PROHIBITED USES.

Any activity on or use of the Eased Area inconsistent with the purpose of this Easement is prohibited. For purposes of this Paragraph, the term "rural business enterprise" shall be limited

permitted by NBTSP zoning Ord and
~~to accessory~~ uses operated by the resident of the principal residential dwelling on the property, *which do not significantly harm the Conservation Values of the* and shall be subject to the New Britain Township Zoning Ordinance. Without limiting the *Eased Area.* generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Subdivision for any purpose of residential or industrial development. except that the subdivision of the Acceptable Building Envelope and access thereto shall be permitted from the remainder of the Eased Area;
- b. Industrial or commercial uses other than existing on the date of delivery of this Grant of Easement and defined by the then current zoning ordinance of New Britain Township, and provided that rural business enterprises customarily associated with, or incidental to agricultural operations, shall not be considered a prohibited use;
- c. Parking lots outside the Acceptable Building Envelope, storage areas or waste dumps of any kind;
- d. Granting of rights-of-way in and through the Eased Area for the installation, transportation, or use of lines for electric, telephone, or gas, is not permitted except with the approval of the Grantee. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of any utility lines other than of the type stated in this Paragraph is prohibited on the Eased Area except those which are customarily necessary for the agricultural

9/15/12
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use of the Eased Area or associated or incidental rural business enterprises, such as water lines for irrigation or electrical lines for water distribution. The prohibition shall also include the construction of any facility in furtherance of providing communication services in the nature of telephone service, radio service, cable television service, or other telecommunication facility, etc., except with the approval of the Grantee;

- e. Coverage of land outside of the Acceptable Building Envelope by asphalt, concrete, or other material that does not constitute a natural cover for the land, except as necessary for access to and maintenance of agricultural activity and associated or incidental rural business enterprises;
- f. Except in the Acceptable Building Envelope, as defined, no buildings, structures, or other improvements shall be constructed, repaired, remodeled, reconstructed, or maintained on the property provided however, Grantor reserves the rights as described in Paragraph 5 of this Easement related to agricultural activity and to associated or incidental rural business enterprises;
- g. Alteration of the land surface through grading or soil dumping or trenching, except as may be necessary for activities related to the purpose of this Easement such as irrigation improvements, soil conservation plan, best management practices or water development projects related to agricultural uses and associated or incidental rural business enterprises;
- h. Surface mineral development or mining;
- i. New advertising signs or billboards except a total of two (2) signs not to exceed a

maximum twelve (12) square feet in total area for the following purposes:

- (1) To state the name of the property and the names and addresses of any occupants;
 - (2) To advertise an activity permitted under the provisions of this Easement;
 - (3) To post the property against activities either prohibited or not specifically permitted under the provisions of this ordinance;
 - (4) To advertise farm products derived from the agricultural use of the Eased Area as agreed upon by the Grantee; and
 - (5) To advertise the Eased Area for sale.
- j. Cutting or removal of trees, shrubs, or other vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, and similar protective measures, or those activities related to farming and for heating with firewood of buildings within the Acceptable Building Envelope;
- k. Introduction of nonnative plants and animal species within riparian buffer area that may compete with and result in the decline or elimination of natural species. Any new plantings shall be confined to native plants characteristic of the riparian region;
- l. Cutting or removal of any plants that are identified in the *Plants of Special Concern in Pennsylvania* as maintained by the Pennsylvania National Diversity Inventory (PNDI), the Natural Areas Inventory of Bucks County, or are identified by the Commonwealth of Pennsylvania or the County of Bucks as "historic trees".
- m. Any use that would cause, increase or substantially add to the risk of erosion; and

5. RESERVED RIGHTS.

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from his ownership of the Eased Area, including the right to engage in or permit or invite others to engage in all uses of the Eased Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. Normal and accepted agricultural practices and production. Agricultural production consists of, and is limited to, the production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of the crops, livestock or livestock products if more than fifty percent (50%) of the processed or merchandised products are produced on the Eased Area;

Crops, livestock and livestock products include, but are not limited to:

- (1) Field crops, including corn, wheat, oats, rye barley, soybean potatoes;
- (2) Fruits, including apples, grapes, and berries;
- (3) Vegetables including tomatoes, carrots, beets, and mushrooms;
- (4) Horticultural specialties, including sod, nursery stock, ornamental shrubs, trees and flowers provided such use does not remove excessive soil from the subject land;
- (5) Livestock and livestock products, cattle, sheep, hogs, goats, horses, poultry, fur bearing animals, milk, eggs, furs;

- (6) Aquatic animals and plants and their by-products; and
 - (7) Greenhouses shall be permitted agricultural uses, subject to a limitation of twenty thousand (20,000) square feet of building and/or structure coverage.
- b. The construction or use of any building or other structure within the Eased Area, but outside of the Acceptable Building Envelope, as of the date of delivery of this Easement, is prohibited except that: The erection of fences, barns, or other structures for agricultural production and/or protection of watercourses such as lakes, streams, springs, and reservoirs is permitted;
 - c. The right to restore damage to the Eased Area that may be caused by fire, flood, storm, earth movements, or acts beyond the Grantor's control;
 - d. The right to maintain all existing private roads, bridges, trails, and structures lawfully erected and maintained upon the Eased Area, including but not limited to, fences, farm buildings, ponds and gates;
 - e. The right to engage or permit others to engage in recreational uses of the , such as hunting and fishing, bird watching, and nature walks that require no surface alteration or other development of the land;
 - f. All water rights within the Eased Area provided they are used for agricultural, domestic or recreational purposes as defined by this Easement. This includes the right to construct water extraction facilities and related distribution facilities. Water rights reserved include, but are not limited to, riparian, groundwater, and appropriated water rights within the easement area;

- g. The right to approve any proposed public access path or trail within the Easement area, modification of public access plans, and all activities necessary to carry out the public access projects granted under Paragraph 3.e. and Paragraph 3.h.;
- h. The right to engage in any business that is associated with or incidental to the agricultural uses of the Eased Area or any home-based business meeting the requirements of the New Britain Township Zoning Ordinance; and
- i. The right to approve any proposed restoration activities within the Eased Area, modification of restoration plans, and all activities necessary to carry out the restoration projects as granted under Paragraph 3.

5.1 Conditional Rights: The following uses and activities may be undertaken by Grantor with approval of the Grantee as provided in Paragraph 7:

- a. Use and maintenance of existing bridges and other creek crossing incidental to the agricultural use of the property, and use and maintenance of the existing farm road/access to access lands of Grantor, Tax Map Parcel No. 26-4-24-2, provided that such access shall not significantly harm the Conservation Values of the Eased Area; and
- b. Construction of trails.

6. DENSITY LIMITATIONS.

The Eased Area and any portion thereof shall not be included as part of the gross area of other property outside of the Eased Area for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or

extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, this Paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing or future residential building on the Eased Area.

7. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS.

The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraphs 3, 4, or 5.1 is to afford Grantee an opportunity to insure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistence with the purpose of this Easement.

7.1 Grantee's Approval. Where Grantee's approval is required, as set forth in Paragraphs 3, 4, or 5.1, Grantee shall grant or withhold its approval in writing within twenty (20) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

8. GRANTEE'S REMEDIES.

If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand

corrective action sufficient to cure the violation and, where the violation involves injury to the Eased Area resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Eased Area so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Eased Area to the condition that existed prior to any such injury.

Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Eased Area. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor, if Grantee prevails. If Grantor prevails in any action by Grantee to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys fees, shall be borne by Grantee.

8.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

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

9. RIGHT OF ACCESS.

A right of access is granted to the Grantee for the benefit of the general public for pedestrian, bicycle and non-motorized conveyance along the Hardiakan Creek as depicted on Exhibit "A" and described in Paragraphs 3.e. and 3.h.. The right of access in this Paragraph and in Paragraphs 3.e. and 3.h. does not allow for night access after sunset, camping, fires, or any other uses that may be detrimental to the natural features of the Eased Area. The right of access does not extend to the Eased Area in its entirety. Said public access shall follow the stream course and be within the riparian buffer of the stream, pursuant to this grant of access described

in Paragraph 3, e. and h. of this Conservation Easement and described in Exhibit B. The design, construction and maintenance, including trash removal, of any path or trail shall be the responsibility of the Grantee, and Grantee will take whatever reasonable action is necessary to protect the remainder of the Eased Area from public damage or encroachment and to protect the users of the public access area and the owners of the underlying Eased Area.

10. COSTS, LIABILITIES.

10.1 Legal Requirements/Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Eased Area, including the maintenance of the underlying Eased Area not conveyed to Grantee herein, including the maintenance of adequate liability insurance coverage, provided that Grantee shall be solely responsible for maintenance of the public access areas described in Paragraphs 3 and 9, and for maintenance and liability insurance coverage relating to the public access rights described in Paragraphs 3 and 9. Grantor remains responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable Federal, State and local laws, regulations and requirements. Notwithstanding any terms in this document to the contrary, Grantor shall have no responsibility with respect to matters or activities in any way related to the public access of a portion of the Eased Area authorized by this document.

10.2 Taxes. Grantor shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against Grantor's interest in the Eased Area by competent authority (collectively "*taxes*"), and shall furnish Grantee with satisfactory evidence of payment

upon request. Grantee shall pay any transfer taxes as a result of this Easement.

10.3 Indemnity. Grantor and Grantees shall indemnify, defend and hold harmless each other, its successors and assigns, and its employees and authorized agents from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys fees and court costs, arising from or in any way connected with injury to or death of any person, or physical damage to the Eased Area or otherwise, resulting from any act, omission, condition or other matter related to or occurring on or about the Eased Area as a result of each party's permitted use or each party's responsibility with respect to the Eased Area or as a result of any guests or invitees of each party.

11. EXTINGUISHMENT AND CONDEMNATION.

11.1 Extinguishment. This Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

11.2 Condemnation. If all or any part of the Eased Area is taken by exercise of the power of eminent domain or acquired by purchase in-lieu-of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interest in the Eased Area subject to the taking, or in-lieu-of purchase, and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking, or in-lieu-of purchase, shall be paid out of the amount recovered in proportion to each party's interest in the amount recovered.

11.3 Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Section in a manner consistent with its conservation purposes,

which are exemplified by this grant.

11.4 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable Federal or State laws, or Section 170(h) or other applicable section of the Internal Revenue Code, and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Bucks County, Pennsylvania.

12. ASSIGNMENT.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) and other applicable sections of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under state statute (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

13. SUBSEQUENT TRANSFERS.

Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Eased Area, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such

transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

14. NOTICES.

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

To Grantor: J. Arthur Shelly, Jr.
2114 Swamp Road
Fountainville, PA 18923

To Grantee: New Britain Township
207 Park Avenue
Chalfont, PA 18914

and

County of Bucks
The Almshouse
Neshaminy Manor Center
1260 Almshouse Road
Doylestown, PA 18901

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

15. RECORDATION.

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

16. **GENERAL PROVISIONS.**

- a. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Pennsylvania.
- b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement . If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and superseded all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. **Joint Obligation.** The obligations imposed by this Easement by Grantor and/or Grantee shall be joint and several.
- f. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their

respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Eased Area.

- g. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Eased Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- h. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i. **Counterparts.** The parties may execute this instrument in two (2) or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- j. **Acceptance by Grantee.** Execution of this Easement by Grantee shall constitute acceptance of this Easement as required under the Conservation and Preservation Easements Act of Pennsylvania, Act 29 of 2001.

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

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

GRANTOR:


J. Arthur Shelly, Jr.

CONSERVATION EASEMENT
(Signatures Continued)


GRANTEE:

NEW BRITAIN TOWNSHIP
BOARD OF SUPERVISORS


Dr. Robert L. Benner, Chairman


Robert V. Cotton, Vice-Chairman

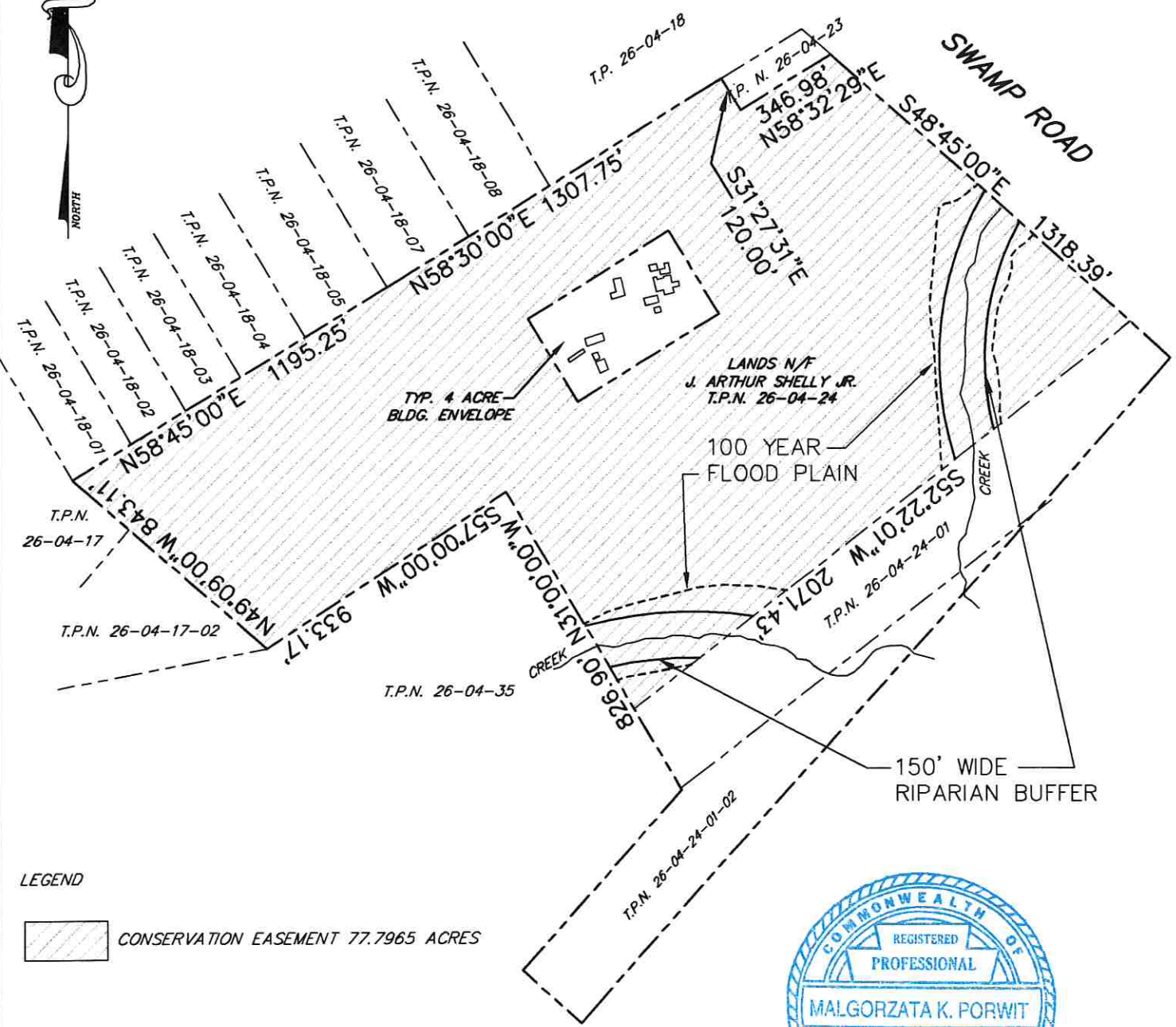

Robert J. Piccone, Member


John A. Bodden, Sr., Member


Helen B. Haun, Member

COUNTY OF BUCKS


Kent Baird, Coordinator

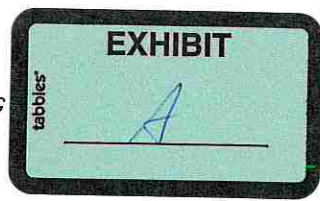


LEGEND

 CONSERVATION EASEMENT 77.7965 ACRES

NOTES

1) BOUNDARY INFORMATION WAS OBTAINED FROM TAX MAP AND DEED BOOK 1791 PAGE 1008. CARROLL ENGINEERING CORPORATION DID NOT PERFORM A BOUNDARY SURVEY OF THIS PARCEL AND WILL NOT ACCEPT RESPONSIBILITY FOR SAME.



MALGORZATA K. PORWIT, PLS DATE 12/05/2001
SU-042308-E

 **Carroll Engineering Corporation**
www.carrollengineering.com

CONSERVATION EASEMENT PLAN
T.P.N. 26-04-24
MADE FOR
NEW BRITAIN TOWNSHIP
SITUATED IN
NEW BRITAIN TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA

DATE 10-30-01
JOB NO. 01-0445.00
SCALE 1" = 500'
DWG. NO. A-2-1-172 B

04440GIN



Carroll Engineering Corporation

DESCRIPTION OF CONSERVATION EASEMENT OVER TAX PARCEL 26-04-24 LANDS NOW OR FORMERLY OF J. ARTHUR SHELLY, JR. NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PA.



October 31, 2001
Revised March 22, 2002

ALL that certain land or piece of ground situate in the Township of New Britain, County of Bucks, Commonwealth of Pennsylvania, designated as a Conservation Easement on the Conservation Easement Plan, prepared by Carroll Engineering Corporation, CAD File 04440GIN, over Tax Parcel 26-04-24 and being described as follows:

BEGINNING at a point in bed of Swamp Road being a common corner of Tax Parcel 26-04-24 and Tax Parcel 26-04-23:

Thence (1) Extending through said Swamp Road, South 48 degrees 45 minutes 00 seconds East, a distance of 1318.39 feet to a point;

Thence (2) Along lands of Tax Parcel 26-04-24-01, South 52 degrees 22 minutes 01 second West, a distance of 2071.43 feet to a point;

Along lands of Tax Parcel 26-04-35, the following two (2) courses and distances:

Thence (3) North 31 degrees 00 minutes 00 seconds West, a distance of 826.90 feet to a point;

Thence (4) South 57 degrees 00 minutes 00 seconds West, a distance of 933.17 feet to a point;

Thence (5) Along lands of Tax Parcel 26-04-17-02 and 26-04-17, North 49 degrees 09 minutes 00 seconds West, a distance of 843.11 feet to a point;

Thence (6) Along lands of Tax Parcel 26-04-18-01 through Tax Parcel 26-04-18-05, North 58 degrees 45 minutes 00 seconds East, a distance of 1195.25 feet to a point;

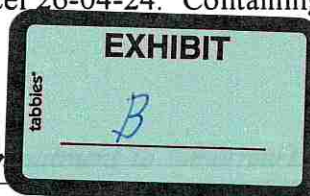
Thence (7) Along the same and Tax Parcel 26-04-18-07, 26-04-18-08 and Tax Parcel 26-04-18, North 58 degrees 30 minutes 00 seconds East, a distance of 1307.75 feet to a point;

Along lands of Tax Parcel 26-04-23, the following two (2) courses and distances:

Thence (8) South 31 degrees 27 minutes 31 seconds East, a distance of 120.00 feet to a point;

Thence (9) North 58 degrees 32 minutes 29 seconds East, a distance of 346.98 feet to the first mentioned point and place of **BEGINNING**.

Excepting thereout, a 4 acre typical building envelope, as shown on said Plan. The remaining land being the Conservation Easement over Tax Parcel 26-04-24. Containing in area 77.7965 acres of land, more or less.



Today's Cor Challenges

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :

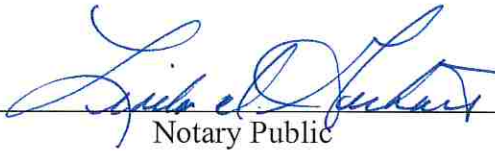
: SS.

COUNTY OF BUCKS

:

On this 22nd day of March, A.D., 2002, before me a Notary Public, personally appeared **J. ARTHUR SHELLY, JR.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

 (SEAL)
Notary Public

NOTARIAL SEAL
LINDA D. GERHART, Notary Public
Perkasie Boro., Bucks County
My Commission Expires September 25, 2003

ACKNOWLEDGMENTS

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

On this *22nd* day of *March*, A.D., 2002, before me a Notary Public, personally appeared *DR. ROBERT I. BENNER, ROBERT V. COTTON, ROBERT J. PICCONE, JOHN A. BODDEN, SR., and HELEN B. HAUN*, members of the Board of Supervisors of New Britain Township, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they subscribed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Linda D. Gerhart (SEAL)
Notary Public

NOTARIAL SEAL
LINDA D. GERHART, Notary Public
Perkasie Boro., Bucks County
My Commission Expires September 25, 2003

5950

ACKNOWLEDGMENTS

2002 MAR 27 PM 1:32

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BUCKS :

On this 23rd day of March, A.D., 2002, before me a Notary Public, personally appeared **KENT BAIRD, COORDINATOR**, for the County of Bucks, 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 Notarial Seal.

035804

Linda D. Gerhart (SEAL)
Notary Public

NOTARIAL SEAL
LINDA D. GERHART, Notary Public
Perkasie Boro., Bucks County
My Commission Expires September 25, 2003



B.C.B.O.A. 5.00
Registry 3LB

RECORDED
MAR 27 02
LINDA D. GERHART
NOTARY PUBLIC
PERKASIE, PA

Forest Management Plan

PREPARED FOR:

Janice English
2114 Swamp Road,
Fountainville, PA 18923
Phone Number: 215-249-3729

New Britain Township
Bucks County, Pennsylvania

Plan covers approx. 15 Acres

January 4th, 2021

PREPARED BY:

Future Forest Timber Management, LLC
C/O Jon Regan
215 Saylor's Lane
Easton, PA 18042
Phone Number: 607-425-5046

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Property Description

Landowner Profile:

Janice Arthur is a long term resident of New Britain Township near Dublin, PA. She is very interested in conducting long term sustainable forestry practices while also improving the wildlife habitat on their property.

Directions:

The property is located approximately 2 miles south of the town of Dublin. From Dublin take Route 313 South. Go approx. 2 miles and the Shelly farm is on the right hand side of the road.

Terrain:

The topography on the property varies from flat to gentle slopes.

Soils:

There are 9 soil types located on the property, which are described further in Appendix 1. The soils are very productive for growing high quality timber.

Forest Type:

The property is a mixed oak forest type. Red, black, and white oak trees account for approximately 60% of the forest composition while the remaining balance consists of ash, hickory, poplar, birch and hard maple. The timber quality is excellent and growth rates are above average. The majority of the forest is mature to over-mature with the majority of the trees approximately 125-150 years old. Oak is used for flooring, cabinets, and furniture.

Property History

Janice inherited the property from her father. The farm has been in her family for a few generations and used for hunting, farming, cutting timber for lumber and also cutting firewood. The property has been harvested in before and a nice road system was created throughout his property.

The emerald ash borer is present in the ash trees on the property and most ash trees are standing dead or are very unhealthy. The emerald ash borer is a beetle native to Asia and brought to the United States by cargo ships. The beetle was first found in Michigan in 2002 and has spread rapidly. Once a tree is infested, it will die within 2 - 3 years.



Emerald ash borer beetles and larva holes

Management Goals

The goals of this forest management plan are as follows:

1. To sustainably manage the forest for timber products and enhance the overall forest health for future generations to enjoy.
2. To improve wildlife habitat.

Management Unit Description

Block 1

Land Area: 10 forested acres for timber management

Forest/Stand Type: Mixed oak. It is an even aged forest type. Mixed Oak account for approx. 60% of the species composition while the remaining 40% consist of ash, birch, hickory, beech and hard maple.

Forest Health: Mature to Over-mature trees. Lots of the oak trees are starting to show sign of dieback in the canopies, signs of rot in the trees and some are also standing dead or have blown over in previous storms. This is most likely due to being over mature old trees that are just at the end of their natural lifespan. All ash trees are infested with the emerald ash borer beetle and some are currently standing dead while others are barely hanging on but heavily infested.

Regeneration: Most areas have a dense layer of oak, hard maple and hickory seedlings present. Hardwood trees regenerate naturally and will not require any planting to re-establish a new growth of trees. Hardwood trees produce seed each year that can stay viable in the soil

for 10 plus years. Once trees are harvested and sunlight reaches the ground, this seed will begin to germinate and establish new trees. Hardwood trees also regenerate from stump sprouts as well. Once a tree is cut, the stump shoots up sprouts that will turn into a new tree.

Approx. Age: 125-150 years old

Size Class: The majority of the trees are large diameter sawtimber and are 24" to 36" in diameter at breast height (DBH)

Basal Area: Approx 120 square feet per acre.

Timber Quality: Excellent, the site is capable of producing high quality hardwood timber for future generations. The growth rates are above average.

Site Index: Scribner Form Class 78

Potential for Wildlife Habitat: This area offers excellent food (hard and soft mast) for numerous animals and birds. There are ample numbers of tree cavities for nesting birds and animals. There are also plenty of dead trees that will eventually turn into a snag and provide great habitat for numerous birds. There is a stream on the property to provide a drinking source for all birds and animals to use.

Recommendations: Conduct a seed tree timber harvest. Mature trees, suppressed trees and trees of poor form and quality will be harvested to improve overall forest health. Basal areas will be reduced by 80 square feet per acre. Areas with dense layers of oak, poplar, hickory regeneration will be targeted and have the overstory trees removed so that more sunlight will reach the forest floor and allow these seedlings to grow and thrive. All merchantable ash trees should be

harvested to salvage them from the emerald ash borer beetle.

Future Stand Conditions: There will be scattered tree tops throughout the forest but it will still retain its visual forested qualities. Habitat will be increased due to allowing more sunlight to the forest floor which will allow a lush growth of vegetation for numerous birds and animals to browse upon. Tree tops should remain in place after a timber harvest to help aid in the regeneration process. Tree tops also act as a natural fence and allow new trees to grow up through them without being overbrowsed by the deer. The tree tops will also become nesting areas for numerous birds and animals. Finally the tree tops will rot and decompose back into the soil providing nutrients that the residual and new trees need to grow. Maintain the forest as a multi-aged forest. Multi aged forests provide more periodic income from timber harvests while also providing numerous types of habitats for various birds and animals. Once the new trees start to become overcrowded by the residual trees that were left behind (10-15 years down the road), consider harvesting those competing trees through another selective timber harvest.

Block 2

Land Area: 5 forested acres for timber management

Forest/Stand Type: Walnut/ash. It is an even aged forest type. Walnut and ash account for approx. 60% of the species composition while the remaining 40% consist of mixed oak, birch, hickory, beech and hard maple.

Forest Health: Mature. All ash trees are infested with the emerald ash borer beetle and some are currently standing dead while others are barely hanging on but heavily

infested. There are scattered select walnut trees that have reached maturity levels as well and could benefit from a thinning.

Regeneration: Most areas have a dense layer of ash, hard maple and hickory seedlings present. Hardwood trees regenerate naturally and will not require any planting to re-establish a new growth of trees. Hardwood trees produce seed each year that can stay viable in the soil for 10 plus years. Once trees are harvested and sunlight reaches the ground, this seed will begin to germinate and establish new trees. Hardwood trees also regenerate from stump sprouts as well. Once a tree is cut, the stump shoots up sprouts that will turn into a new tree.

Approx. Age: 70-80 years old

Size Class: The majority of the trees are large diameter sawtimber and are 15" to 20" in diameter at breast height (DBH)

Basal Area: Approx 110 square feet per acre.

Timber Quality: Excellent, the site is capable of producing high quality hardwood timber for future generations. The growth rates are above average.

Site Index: Scribner Form Class 78

Potential for Wildlife Habitat: This area offers excellent food (hard and soft mast) for numerous animals and birds. There are ample numbers of tree cavities for nesting birds and animals. There are also plenty of dead trees that will eventually turn into a snag and provide great habitat for numerous birds. There is a stream on the property to provide a drinking source for all birds and animals to use.

Recommendations: Conduct a selective timber harvest. Mature trees, suppressed trees and trees of poor form and quality will be harvested to improve overall forest health. Basal areas will be reduced by 40 square feet per acre. Areas with dense layers of ash, hard maple, hickory regeneration will be targeted and have the overstory trees removed so that more sunlight will reach the forest floor and allow these seedlings to grow and thrive. All merchantable ash trees should be harvested to salvage them from the emerald ash borer beetle.

Future Stand Conditions: There will be scattered tree tops throughout the forest but it will still retain its visual forested qualities. Habitat will be increased due to allowing more sunlight to the forest floor which will allow a lush growth of vegetation for numerous birds and animals to browse upon. Tree tops should remain in place after a timber harvest to help aid in the regeneration process. Tree tops also act as a natural fence and allow new trees to grow up through them without being overbrowsed by the deer. The tree tops will also become nesting areas for numerous birds and animals. Finally the tree tops will rot and decompose back into the soil providing nutrients that the residual and new trees need to grow. Maintain the forest as a multi-aged forest. Multi aged forests provide more periodic income from timber harvests while also providing numerous types of habitats for various birds and animals. Once the new trees start to become overcrowded by the residual trees that were left behind (10-15 years down the road), consider harvesting those competing trees through another selective timber harvest.

Other Considerations

Gypsy moths come around periodically and can really devastate a forest. Gypsy moths are small caterpillars that defoliate trees (preferably oak) and consecutive defoliations can kill the trees. Monitor forest during the winter months for egg masses on the trees. When egg masses are present on trees, then you will want to consider spraying the gypsy moths in the Spring to protect your forest from major mortality.



Gypsy Moth



Gypsy moths and egg masses

The Spotted Lanternfly is an invasive species native to China, Bangladesh, and Vietnam. In 2014 it was found in Pennsylvania, and has since spread to 26 counties.

The Spotted Lanternfly causes serious damage in trees including oozing sap, wilting, leaf curling, and tree dieback. In addition to tree damage, when spotted lanternflies feed, they excrete a sugary substance, called honeydew, that encourages the growth of black sooty mold. This mold is harmless to people, however it causes damage to plants. In counties infested and quarantined for Spotted Lanternfly, residents report hundreds of these bad bugs that affect their quality of life and ability to enjoy the outdoors during the spring and summer months. Spotted Lanternflies will cover trees, swarm in the air, and their honeydew can coat decks and play equipment.

In addition to damaging trees and affecting quality of life, the Spotted Lanternfly is a huge threat to Pennsylvania agriculture industry. They threaten billions of economic impact and hundreds of thousands of jobs for those in the grapes, apple, hops, and hardwood industries.

Kill it! Squash it, smash it...just get rid of it. In the fall, these bugs will lay egg masses with 30-50 eggs each. These are called bad bugs for a reason, don't let them take over your county next.



Invasive plants can take over a forest floor and create major issues for regeneration as well as habitat loss. There are a couple invasive species present on the property but are not overwhelming it. Japanese Barberry and stiltgrass are both present on the property in minor amounts. Consider having these sprayed to kill them off. These plants can overtake a forest floor and basically suffocate any trees from growing up through them. They also don't allow native vegetation to grow back that numerous birds/animals rely on which will cause a loss of habitat.



Japanese Barberry



Forest with major barberry issues(not actually picture of Janice's property)



Stilt Grass



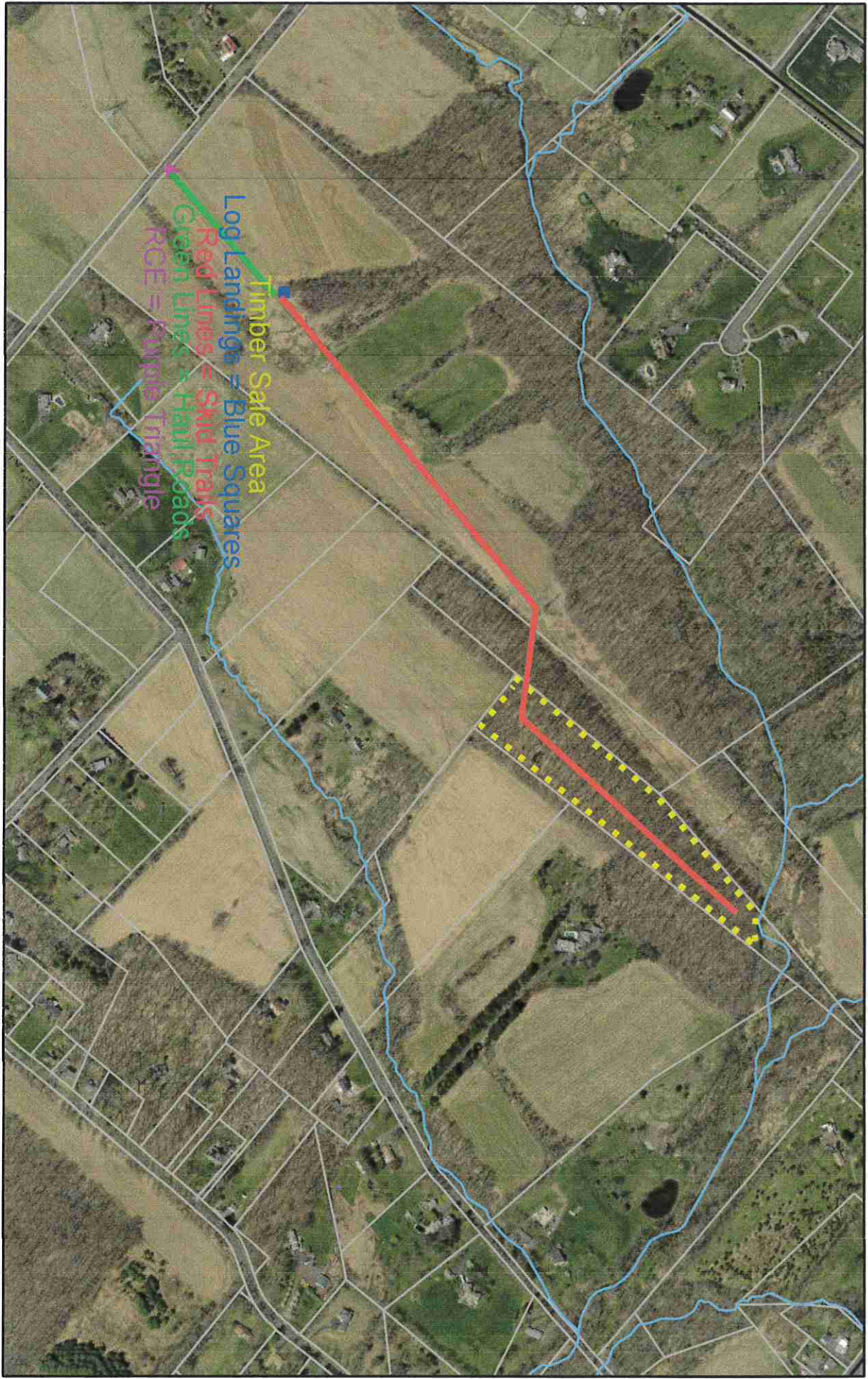
Stilt grass in forest (not actually picture of Janice's property)

10 Year Plan

- Year 1- Harvest marked timber
- Year 2- 9- Inspect forest for regeneration. Monitor invasive plants and/or possible treat them.
- Year 10- Inspect forest for potentially another thinning. If new saplings are competing with the dominant residual trees, then you will want to harvest the dominant trees to allow the saplings to grow freely.

Shelly Timber Sale Map

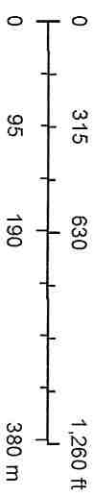
Block 1



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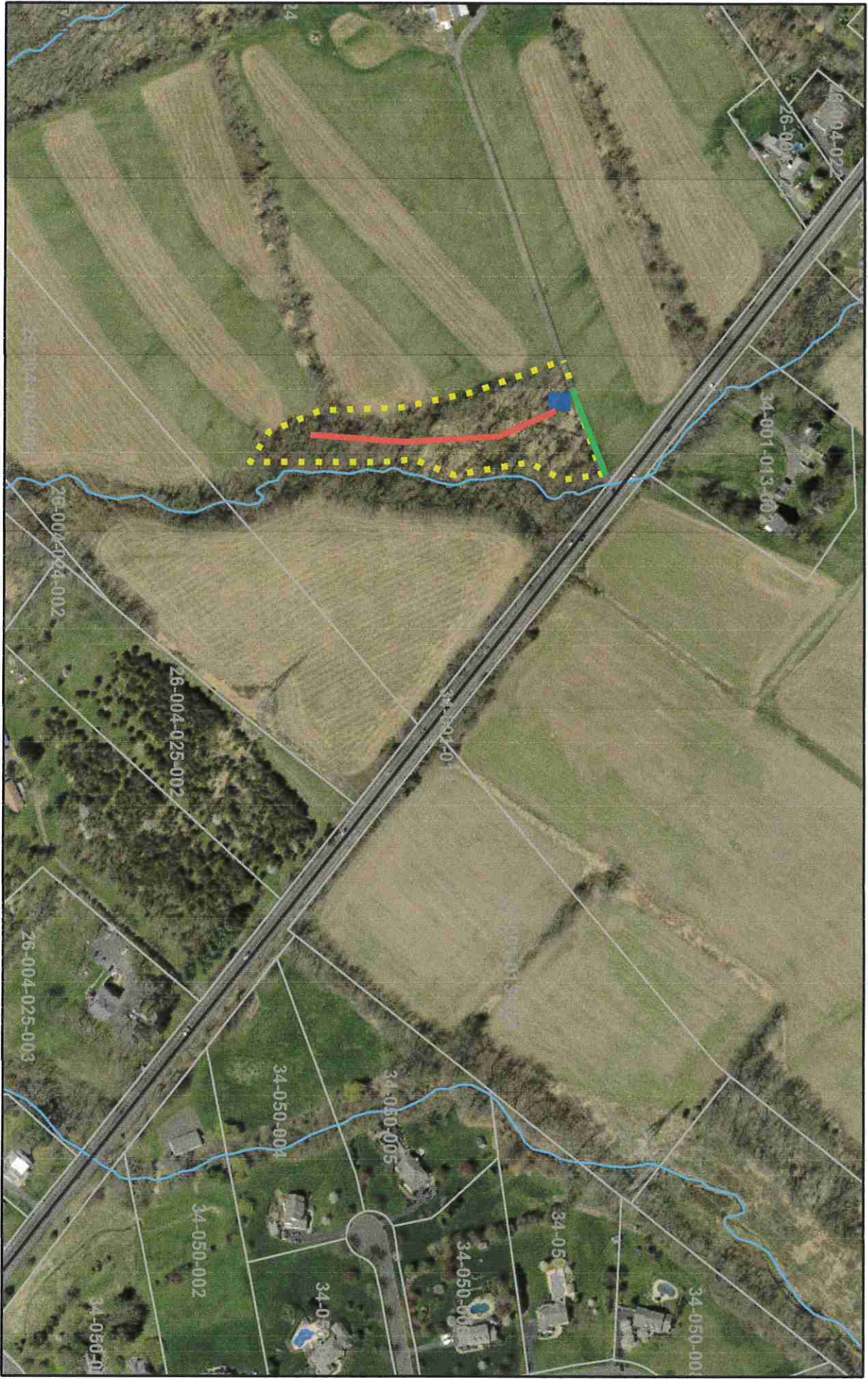
1:9,028

- Municipal Boundary Image
- Red: Band_1 Image
- Green: Band_2 Image
- Blue: Band_3 Image
- Red: Band_1 Image
- Green: Band_2 Image
- Blue: Band_3 Image
- Red: Band_1 Image
- Green: Band_2 Image
- Blue: Band_3 Image
- Streams
- Parcels



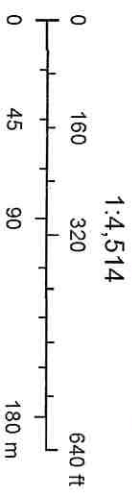
Shelly Timber Sale Map

Blocka



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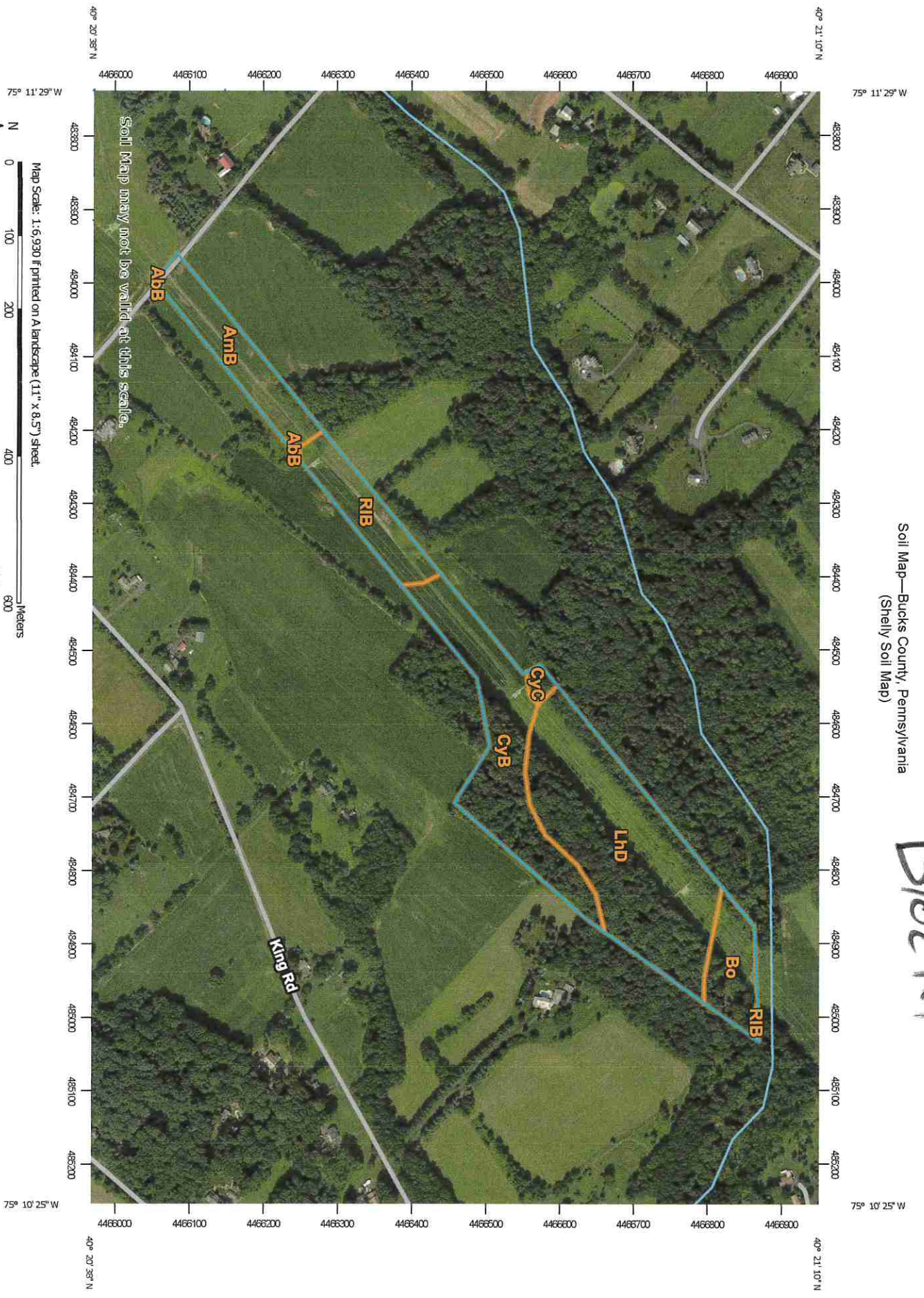
- Municipal Boundary Image
- Blue: Band_3
- Green: Band_2 Image
- Red: Band_1 Image
- Blue: Band_3
- Green: Band_2
- Red: Band_1
- Blue: Band_3
- Green: Band_2 Image
- Red: Band_1 Image
- Blue: Band_3
- Green: Band_2
- Red: Band_1
- Streams
- Parcels



1:4,514

Soil Map—Bucks County, Pennsylvania
(Shelly Soil Map)

Block 1
























Soil Map may not be valid at this scale.

Map Scale: 1:6,930 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

MAP LEGEND

 Area of Interest (AOI)	 Area of Interest (AOI)	 Spoil Area
Soils	 Soil Map Unit Polygons	 Stony Spot
 Soil Map Unit Lines	 Very Stony Spot	 Wet Spot
 Soil Map Unit Points	 Other	 Special Line Features
Special Point Features	 Blowout	Water Features
 Borrow Pit	 Clay Spot	 Streams and Canals
 Closed Depression	 Gravel Pit	Transportation
 Gravelly Spot	 Landfill	 Rails
 Lava Flow	 Marsh or swamp	 Interstate Highways
 Mine or Quarry	 Miscellaneous Water	 US Routes
 Perennial Water	 Rock Outcrop	 Major Roads
 Saline Spot	 Sandy Spot	 Local Roads
 Severely Eroded Spot	 Sinkhole	Background
 Slide or Slip	 Sodic Spot	 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bucks County, Pennsylvania
Survey Area Data: Version 17, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 17, 2014—Aug 14, 2014

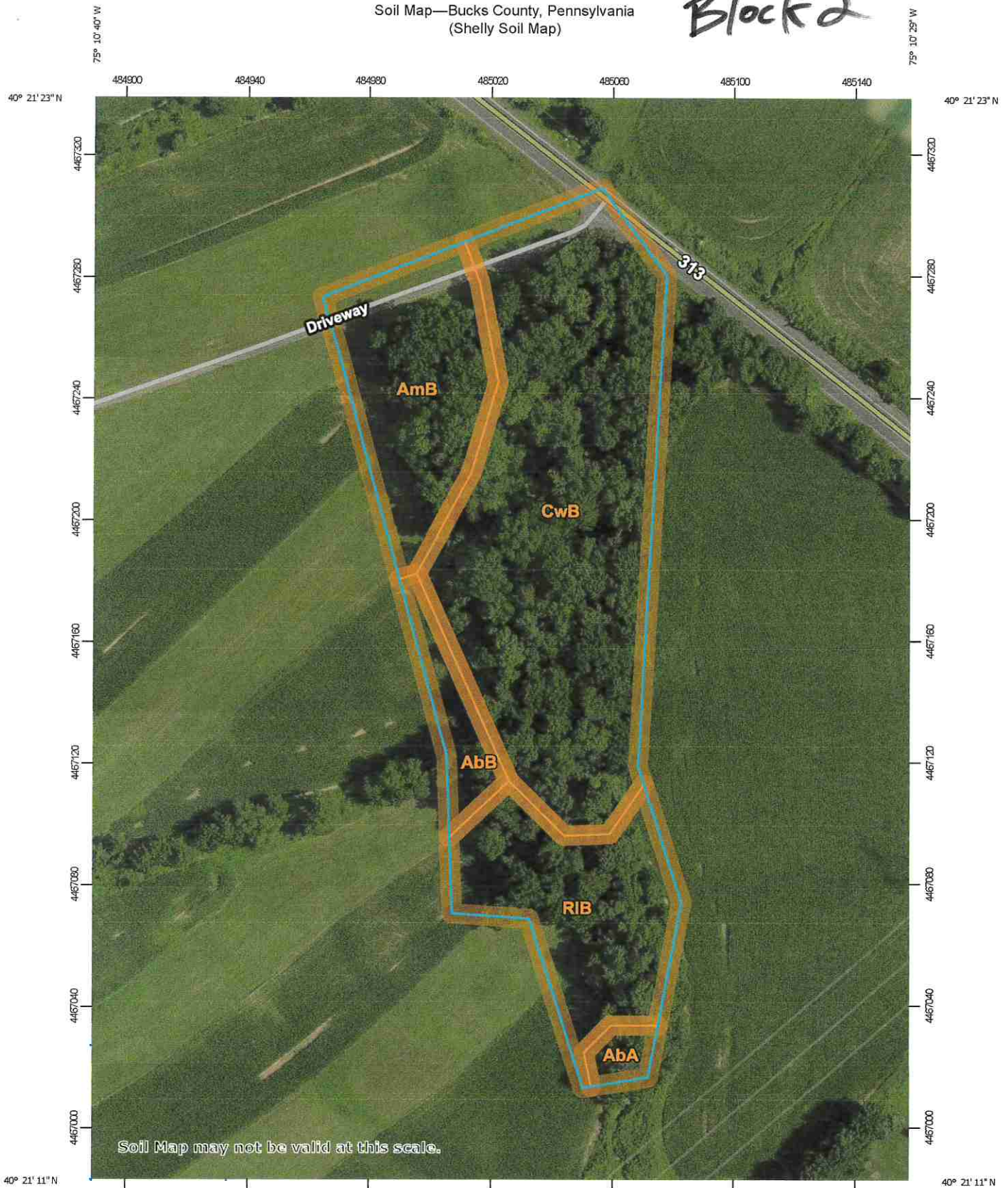
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AbB	Abbottstown silt loam, 3 to 8 percent slopes	0.1	0.2%
AmB	Amwell silt loam, 3 to 8 percent slopes	3.6	11.9%
Bo	Bowmansville-Knauers silt loams	2.5	8.1%
CyB	Culleoka-Weikert channery silt loams, 3 to 8 percent slopes	7.7	25.4%
CyC	Culleoka-Weikert channery silt loams, 8 to 15 percent slopes	0.3	1.1%
LhD	Lansdale loam, 8 to 25 percent slopes, extremely stony	13.1	43.1%
RIB	Reaville channery silt loam, 3 to 8 percent slopes	3.1	10.2%
Totals for Area of Interest		30.4	100.0%

Soil Map—Bucks County, Pennsylvania
(Shelly Soil Map)

Block 2











































Map Scale: 1:1,730 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84



MAP LEGEND

	Area of Interest (AOI)		Spill Area
	Area of Interest (AOI)		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Blowout		Special Line Features
	Borrow Pit		Water Features
	Clay Spot		Streams and Canals
	Closed Depression		Transportation
	Gravel Pit		Rails
	Gravelly Spot		Interstate Highways
	Landfill		US Routes
	Lava Flow		Major Roads
	Marsh or swamp		Local Roads
	Mine or Quarry		Background
	Miscellaneous Water		Aerial Photography
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bucks County, Pennsylvania
Survey Area Data: Version 17, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

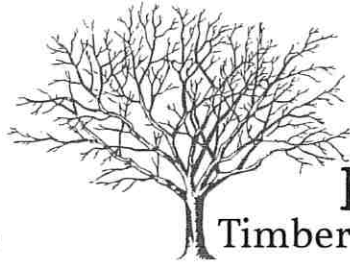
Date(s) aerial images were photographed: Jul 17, 2014—Aug 14, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AbA	Abbotstown silt loam, 0 to 3 percent slopes	0.1	1.8%
AbB	Abbotstown silt loam, 3 to 8 percent slopes	0.3	4.8%
AmB	Amwell silt loam, 3 to 8 percent slopes	0.9	18.1%
CwB	Croton silt loam, occasionally ponded, 3 to 8 percent slopes	2.9	56.2%
RIB	Reaville channery silt loam, 3 to 8 percent slopes	1.0	19.1%
Totals for Area of Interest		5.2	100.0%

Jon Regan
215 Saylor's Ln
Easton, PA 18042



FUTURE FOREST
Timber Management LLC

(607) 425-5046
jregan@futureforestllc.com
www.futureforestllc.com

Timber Sale Stats

Red/Black Oak-

- 69 trees marked

Hard Maple-

- 32 trees marked

Ash-

- 29 trees marked

White Oak-

- 15 trees marked

Walnut-

- 33 trees marked

Hickory-

- 19 tree marked

Poplar-

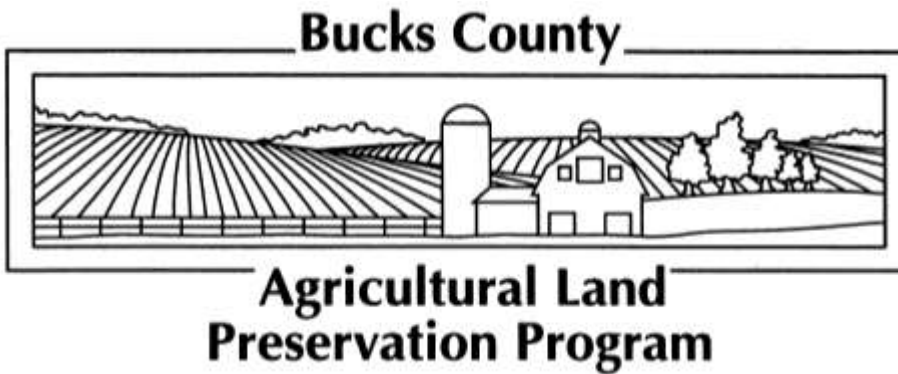
- 6 trees marked

Birch-

- 5 trees marked

Total-

- 208 trees marked



County Commissioners:
Diane M. Ellis-Marseglia, LCSW, Chair
Robert J. Harvie Jr., Vice Chair
Gene DiGirolamo

Board:
Chairman, KEN GOLDENBERG
Vice Chairman, MARTIN SCHAEFER
Treasurer, JAMES NILSEN
PENROSE HALLOWELL
KENNETH W. BUPP
WILLIAM H. YERKES, 3rd
JONATHAN R. SNIPES
Administrator, JOHN S. IVES

January 27, 2021

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

Re: Timber Harvesting 2114 Swamp Road, Fountainville, PA 18923 (TMP #26-004-024)

Dear Ms. Harris:

Per your request, we have reviewed the *Forest Management Plan*, prepared January 4, 2021 for Janice English, by Future Forest Timber Management, LLC with regards to the Conservation Easement on TMP #26-004-024, granted March 22, 2002. The Township of New Britain and the County of Bucks are co-grantees on the easement. The easement area encompasses 77.7965 acres on the subject site and the forested area targeted for timber management is 5 acres and noted as Block 2 in the *Forest Management Plan*.

Section 4.j., Prohibited Uses, of the Conservation Easement prohibits the "cutting or removal of trees, shrubs, or other vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, and similar protective measures..." The goals of the timber management plan are to sustainably manage the forest, enhance the overall forest health, and improve wildlife habitat. Block 2 is characterized as a walnut and ash dominant forest composition that is overcrowded and has an infestation of the emerald ash borer that has caused diseased growth of the existing ash tree population. The proposed removal of select diseased, suppressed, and poor form trees is permitted by the easement and appears that it will not compromise the intent and integrity of the Conservation Values of the protected area. In addition, the harvesting should comply with any order of quarantine and movement regulations regarding the emerald ash borer and ash wood established by the United States Department of Agriculture and the Pennsylvania Department of Agriculture.

We recommend that the tree removal operations within the Block 2 area take precautions not to impact the natural functions, habitat values, and areas adjacent to the existing stream. The harvesting should follow all regulations within the township zoning ordinance and all other applicable codes and the guidelines of the Pennsylvania Forestry Association as required for commercial forestry. The *Forest Management Plan* makes notes of invasive species as an issue related to regeneration and habitat loss. We

recommend that any identified invasive species within the Block 2 area per the Pennsylvania Department of Conservation and Natural Resources invasive plant list be removed to help sustain forest health.

If you have any questions, please do not hesitate to contact me at 215.345.3409.

Sincerely,

A handwritten signature in black ink that reads "John Ives". The signature is written in a cursive style with a large initial "J".

John Ives

Director of Agricultural Land Preservation and Municipal Open Space Programs



January 26, 2021

G&A File No. 20060316101

Eileen Bradley
Township Manager
New Britain Township
207 Park Avenue
Chalfont, PA 18914

RE: Summary and Recommendations for the Report on Condition Assessment and Load Rating Analysis of the Keller Road Bridge

Dear Ms. Bradley:

At the request of New Britain Township {Township}, representatives from Gilmore & Associates, Inc. (G&A) conducted field views, visual condition assessments and a load rating analysis of the existing bridge located on Keller Road over an Unnamed Waterway. Attached to this letter is the in-depth condition assessment report and load rating analysis. The non-routine recommendations on page 8 of the attached report are summarized and further evaluated below:

- Priority 0 (Critical): install load posting signs (27 Tons);
- Priority 1 (High Priority): repair or replace the existing steel I-Beams;
- Priority 2 (Priority): remove and replace the existing guide rail; repair or replace the existing open grid steel deck; repair or replace the existing gabion baskets;
- Priority 3 (Schedule): evaluate replacement of the existing bridge.

The span of this bridge exceeds 20 feet and it is located on a public road. Therefore, the bridge must be added to the State (PennDOT) Bridge Management System (BMS). Generally, the recommendations included in this report are based on discussions with the Township regarding inclusion of this bridge on PennDOT's bridge inventory for locally-owned bridges that are subject to regular National Bridge Inspection Standard (NBIS) mandatory inspections.

The Priority 0 recommendation to install load posting signs (27 Tons) at each end of the bridge and at the nearest intersections is to prevent the bridge from being overloaded by truck traffic. The priority level and action timeframe are consistent with PennDOT NBIS inspection guidelines and reporting. The recommended signage must be installed as soon as possible and must remain until the existing bridge is either repaired or replaced.

The remaining recommendations are predicated on the Township's selection of a rehabilitation strategy or a replacement strategy for the existing bridge. The rehabilitation alternative would focus on repairing or replacing key components of the existing bridge to increase the remaining service life of the structure.

To rehabilitate the existing bridge, the anticipated scope of construction work necessary to complete the above recommended repairs and remove the recommended load posting would generally include:

- removing and replacing the existing open grid steel deck with a new galvanized steel open grid deck;
- installing structural steel cover plates and repair plates at the existing steel I-beams at areas of heavy corrosion and section loss;
- painting the repaired structural steel bridge components with a three-coat epoxy painting system;
- modifying existing concrete backwalls, including backfill and pavement restoration;
- removing and replacing sections of the existing collapsed and deteriorated gabion baskets with riprap, livestock and/or other appropriate scour countermeasures;
- removing and replacing the existing guide rail with PennDOT-compliant guide rail;

The approximate construction cost range to rehabilitate the existing bridge is estimated to be \$425,000.00 to \$525,000.00 and typically has a projected approximate service life of 25-30 years when properly maintained. The anticipated construction duration for these repairs is estimated to be three (3) to four (4) months.

The approximate construction cost range to replace the existing bridge with a new structure of similar span and size is estimated to be \$850,000.00 to \$950,000.00 and typically has a projected approximate service life of 50-75 years when properly maintained. The anticipated construction duration to replace the existing bridge is estimated to be six (6) to seven (7) months.

It is anticipated that the bridge repairs, rehabilitation or replacement options discussed in this letter will require that the Township submit a PA DEP GP-11 notification form and accompanying documentation exhibits to the PA DEP in order to obtain a PA DEP GP-11 permit for construction. Additionally, it is anticipated that other jurisdictional agencies including but not limited to the US Army COE, US Fish & Wildlife Service, PA Fish & Boat Commission and Bucks County Conservation District will need to review and approve any planned repairs, proposed streambank modifications and protection, and scour countermeasures installed at this location.

Based on the bridge location, existing conditions, load rating analysis, estimated costs and other factors that we evaluated, G&A recommends that the Township consider rehabilitating the existing bridge. Should you have any questions or if you need any further information, please do not hesitate to contact our office at your convenience.

Sincerely,



Roman Jastrzebski, P.E.,
Senior Vice President
Gilmore & Associates, Inc.

Attachment: December 18, 2020 Report on Condition Assessment and Load Rating Analysis [43 Pages]

cc: Craig Kennard, P.E., C.O.O., G&A
Janene Marchand, P.E., G&A
Jacob Brink, P.E., C.B.S.I., G&A
Brian Dusault, G&A
Michael Walsh, Assistant Township Manager, NBT
Ryan Cressman, Public Works Superintendent, NBT