

**AGENDA**  
**HILLTOWN TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**REGULAR MEETING**  
**Monday, February 24, 2025**

**Next Ordinance # 2025-001**  
**Next Resolution # 2025-012**

Meeting Called to Order: Pledge of Allegiance:

- CT \_\_\_\_\_
- JCG \_\_\_\_\_
- JAM \_\_\_\_\_
- DF \_\_\_\_\_
- CEE \_\_\_\_\_
- JDW \_\_\_\_\_
- WA \_\_\_\_\_

1. Announcements:

a. Executive Sessions

2. Consent Agenda:

*[Items of business and matters listed under the Consent Agenda are considered to be routine and non-controversial and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired by Board Members, that item will be identified and removed from the Consent Agenda and will be considered separately at the appropriate place on the agenda.]*

- a. Minutes of January 27, 2025, Board of Supervisors Meeting
- b. Bills List: February 11, 2025
- c. Bills List: February 25, 2025
- d. 2025 Fire Protection Agreement: Dublin Volunteer Fire Co.
- e. 2025 Fire Protection Agreement: Hilltown Fire Co.
- f. 2025 Fire Protection Agreement: Perseverance Volunteer Fire Co. of Souderton
- g. 2025 Fire Protection Agreement: Sellersville Fire Department
- h. 2025 Fire Protection Agreement: Silverdale Fire Co.
- i. 2025 Fire Protection Agreement: Telford Volunteer Fire Co.

As Written: \_\_\_\_\_ With Corrections: \_\_\_\_\_

JCG: \_\_\_\_\_ CT: \_\_\_\_\_ JAM: \_\_\_\_\_

3. Confirmed Appointment:

a. Sweatshirt of Hope: Terry Derstine

4. Legal: Solicitor's Report:

- a. ZHB Appeal 2025-001 Greg Dew 729 Blooming Glen Rd, Requesting Variance
- b. ZHB Appeal 2025-002 Jason Allebach 914 Forest Rd., Requesting Variance

5. Planning:
  - a. Weidner Tract Subdivision
6. Engineering:
  - a. 2025 Road Maintenance Projects – Authorization to Advertise for Bids
  - b. MS4 – Stormwater Management Update
7. Unfinished Business:
  - a. Motion to Approve 3-year Auditing Services Contract
  - b. Supervisor Liaison Program: Supervisor Metzinger
  - c. Hilltown Fire Evaluation: Supervisor Metzinger
8. New Business:
  - a. Act 14 Notification, Berry Brow WWTP Permit Renewal: Vice Chairman Groff
9. Manager Update:
  - a. Donation Request from Hilltown Historical Society
  - b. Bucks Co. Tennis Association Inc. Lease Agreement
10. Supervisor's Comments:
11. Public Comment:
12. Press Conference:
13. Adjournment:

Time: \_\_\_\_\_

**MINUTES from  
January 27, 2024  
BOS MTG.**

**HILLTOWN TOWNSHIP BOARD OF SUPERVISORS  
REGULAR MEETING  
MONDAY, January 27, 2025**

The regular meeting of the Hilltown Township Board of Supervisors was called to order by Chairman Caleb Torrice at 7:02 PM and opened with the Pledge of Allegiance. Also in attendance were Vice Chairman James Groff, Supervisor Joseph Metzinger, Township Manager Deanna Ferry, Township Solicitor Jack Wuerstle, Township Engineer Timothy Fulmer, and Chief of Police Christopher Engelhart.

1. ANNOUNCEMENTS: Chairman Torrice announced there was an Executive Session on January 6, 2025 to discuss personnel, and another prior to this meeting to discuss legal matters with regard to Linke, Delaney Construction and Rouse, as well as an internal investigation.
2. CONSENT AGENDA:
  - a. Minutes of January 6, 2025, Board of Supervisors Meeting
  - b. Bills List: January 28, 2025
  - c. 2025 Fire Protection Agreement: Silverdale Fire Co.

Chairman Torrice asked for a Motion to approve items A through C on the Consent Agenda. Supervisor Metzinger requested that item C be separated out pending further review with Solicitor Wuerstle. Chairman Torrice asked for a Motion to approve items A through B on the Consent Agenda, a motion was made by Supervisor Metzinger, seconded by Vice Chairman Groff, and carried unanimously to approve items A through B on the Consent Agenda. Chairman Torrice asked for a motion to Table item C, a motion was made by Vice Chairman Groff, seconded by Supervisor Metzinger, and carried unanimously to table item C on the Consent Agenda. There was no public comment.

3. CONFIRMED APPOINTMENT:
  - a. Promotion of Officer Towhey to Detective: Chief Engelhart spoke regarding the need for another Detective within the Department, as well as noting the great work Officer Towhey has completed since joining the Department. Chairman Torrice asked for a motion to promote Detective Towhey to his new role, a motion was made by Supervisor Metzinger, seconded by Vice Chairman Groff, and carried unanimously. District Judge Regina Armitage then administered the oath and swore in Detective Towhey.
  - b. Appointment Corrections: Chairman Torrice advised that some term dates were incorrect on last month's approval for appointments which is why they are re-appearing this month. Chairman Torrice asked for a motion to approve item b, i through iv, which was made by Vice Chairman Groff, seconded by Supervisor Metzinger, and carried unanimously.
  - c. New Appointments: Chairman Torrice requested a motion to appoint Steve Kendra to the Parks and Recreation Board with a term ending 12/31/2029, which was made by Supervisor Metzinger, seconded by Vice Chairman Groff, and carried unanimously.
4. LEGAL: Solicitor's Report:
  - a. None.
5. PLANNING:

- a. Telford Borough Authority Well House #6 Land Development Waiver: Mr. Fulmer advised the Board that the Planning Commission recommended the proposal to waive the Land Development process, with conditions, for the construction of a filter building on the existing property owned by Telford Borough to comply with pending Environmental Protection Agency mandates for water quality. The Authority's Engineer, Pat DiGangi from CKS Engineers, provided further explanation of the project. Chairman Torrice requested a motion to waive the land development plan conditioned upon completion of items contained within the engineering review dated January 9, 2025, and we'll add receiving confirmation from PPL that proposed improvements may be located within that utility easement. A motion was made by Vice Chairman Groff, seconded by Supervisor Metzinger, and carried unanimously.
- b. Suburban Equities, III LLC Land Development: Mr. Fulmer explained that this project was before the Planning Commission in December and this month for consideration of the proposal to construct a warehouse building on the property along Bethlehem Pike which is located within the HI Zoning District. He reminded the Board that this project previously received conditional use approval and some variance approval from the Zoning Hearing Board, which was granted by the Board of Supervisors as well. Mr. Fulmer stated that the Planning Commission's recommendation this month was to grant preliminary approval subject to compliance with the items in the November 18, 2024 review letter and made recommendations on waivers. He then introduced the applicant's attorney, John VanLuvanee, who spoke on behalf of the applicant regarding the project's history and three items within the review letter. Discussion then ensued for items 5, waivers f and g under line item 7, and lastly, regarding preliminary final approval that was requested and not approved by the Planning Commission. Following an extensive discussion regarding these items, Mr. Fulmer further explained how any fees in lieu would be handled through the Development Agreement should an alternative use of the funds be requested by the Board, to which Mr. VanLuvanee affirmed. Chairman Torrice then asked about the buffer yard, and Mr. Fulmer responded that the buffer is essentially double buffer for the parking lot, as well as the neighboring use, between type 1 and type 5 depending on the location on the property. Representatives for the applicant added additional information regarding the buffering, the recent traffic study, conditional uses, and alternative energy sources. Chairman Torrice requested a motion for preliminary land development approval upon the completion of items contained within engineering review correspondence dated November 18, 2024, with additional capital contribution determination for sidewalks and trees at a later date, Vice Chairman Groff made a motion amending the Chair's motion from preliminary land development approval to preliminary final land development approval, seconded by Supervisor Metzinger. Chairman Torrice then asked for public comment, which there was none of. The amended motion was passed unanimously.
- c. Front Porch Cohousing: Mr. Fulmer advised that the members of Front Porch Cohousing met with staff about a month ago to talk about a proposal that they would like to discuss with the Board, and introduced co-founder Jim Richardson for his presentation. Mr. Richardson shared that he was seeking a very preliminary approval from the Board for a project they would like to start at a parcel located off Route 113. Mr. Richardson and his team presented on the need for a neuro-inclusive community, shared his personal story, and provided a concept plan for the potential development. The Board provided comments and positive feedback on the proposal.

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6. ENGINEERING:

- a. None.

7. UNFINISHED BUSINESS:

- a. None.

8. NEW BUSINESS:

- a. Motion to Approve 5-year Contract for new Permitting Services to Spatial Data Logic: Dr. Ferry advised that Spatial Data Logic was selected out of the three options that presented to the public at a prior meeting. Chairman Torrice asked for a motion to approve the 5-year Contract for new Permitting Services to Spatial Data Logic. A motion was made by Supervisor Metzinger, seconded by Vice Chairman Groff, and carried unanimously.
- b. Motion to Approve 3-year Auditing Services Contract: Dr. Ferry advised that this motion is to approve auditing services to cover audits in 2025, 2026 and 2027, noting there was a substantial difference in the cost with no real variance in services between the two responses that were received. Chairman Torrice asked for a motion to approve auditing services for years 2025, 2026 and 2027, at which time Supervisor Metzinger requested that this motion be tabled until February. Chairman Torrice then asked for a motion to table this item until February. A motion was made by Supervisor Metzinger, seconded by Vice Chairman Groff, and carried unanimously.
- c. Ordinance Advertisements:
- i) 1987-002, Well Certification for Private Water Supplies
  - ii) 2016-004, Vehicles and Traffic

Dr. Ferry advised the first item, Ordinance 1987-002, Well Certification for Private Water Supplies, is no longer consistent with the County's recently modified requirements and noted she would like to evaluate and amend the Township Ordinance to be more consistent. Dr. Ferry advised the second item, 2016-004, Vehicles and Traffic, is used when making snow emergency declarations and general emergency declarations. The sections that are proposed for updates are Schedule 1 and Schedule 7, to increase safety and make the Township roadways more clearly defined for the Township residents. Chairman Torrice asked for a motion to draft and advertise Ordinance 1987-002 and Ordinance 2016-004. A motion was made by Vice Chairman Groff, seconded by Supervisor Metzinger, and carried unanimously.

- d. Discussion for future quarterly treasurer reports: Vice Chairman Groff: Vice Chairman Groff advised that he wants to have Dr. Ferry's present quarterly treasurer's report with respect to budgets, spending, etc. Chairman Torrice asked for a motion for to provide quarterly treasurer reports in the future. A motion was made by Vice Chairman Groff, seconded by Supervisor Metzinger, and carried unanimously.

- e. Discussion for Agenda addition timetables: Vice Chairman Groff: Vice Chairman Groff advised the need for a deadline for when material must be added to the Agenda so that everyone has to time to review material. Discussion ensued and a deadline of Thursday at noon was decided. Further discussion on when to post the materials to the website prior to the meeting was initiated by Supervisor Metzinger.
- f. Supervisor Liaison Program: Supervisor Metzinger: Supervisor Metzinger advised that one of the roles he took on when a liaison program was established last year was as the fire liaison. He noted that based on his involvement over the last year, there seems to be overlap between fire and EMS, he asked if the other Board Members would be open to more of an emergency services liaison, excluding police. Discussion ensued regarding the Manager's role and if a liaison program is necessary now that there is a Manager. The Board agreed to table it at this time.
- g. Hilltown Fire Evaluation: Supervisor Metzinger: Supervisor Metzinger felt it would be a good time to take another look at the fire evaluation report that was completed in 2007, and asked Dr. Ferry to explore avenues to get another one done. Dr. Ferry advised that she would look into it.

9. MANAGER UPDATE:

- a. Resignation of Elected Auditor, James O'Brien: Dr. Ferry announced Mr. O'Brien's resignation and advised the County of Bucks has been notified.
- b. ARPA Recap Report: Dr. Ferry provided a report on the fully obligated ARPA grant money, providing a comparison to the previously reported projected uses for the funding which were presented in fall of 2024.

10. SUPERVISOR'S COMMENTS:

Chairman Torrice thanked the Public Works Road Crew for their hard work and great job on the recent snow event.

Supervisor Metzinger thanked Dr. Ferry and Chief Engelhart regarding their response to a safety concern on Rte. 113 and Keystone on Friday night.

11. PUBLIC COMMENT:

Tyler Coleman, Township resident, asked about access and changed to the Telford Borough Authority Well House #6. Mr. Fulmer responded to his questions after which, Tyler's brother Brian Coleman, also a Township resident, approached the podium and asked about the bridge. Mr. Fulmer advised Brian to ask Telford Borough as it is their access point.

12. PRESS CONFERENCE: None.

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13. ADJOURNMENT: Upon a motion made by Vice Chairman Groff, seconded by Supervisor Metzinger, and carried unanimously, the January 27, 2025, Hilltown Township Board of Supervisors meeting was adjourned at 8:38 PM.

Respectfully submitted,

Deanna Ferry, DPA  
Township Manager

(\*NOTE: These minutes were transcribed from notes and recordings and should not be considered official until approved by the Board of Supervisors at a public meeting).

DRAFT



**2025  
FIRE AGREEMENT**



## 2025 FIRE PROTECTION AGREEMENT

This fire protection agreement (“AGREEMENT”) is by and between the **TOWNSHIP OF HILLTOWN**, a political subdivision situated within the Commonwealth of Pennsylvania, having offices at 13 West Creamery Road, Hilltown, PA 18927 (the “Township”) and the **Silverdale Fire Company (Station 59)**, a Pennsylvania non-profit corporation, having its principal location at 111 West Main Street, Silverdale, PA 18962 (the “Fire Company”). The parties hereto, intending to be legally bound, agree as follows:

### 1. Purpose of Agreement

The Township, being responsible for the health, safety, and general welfare of its citizenry, is authorized by Pennsylvania law to tender contracts and provide public funds in order to provide for fire protection service within its municipal boundaries.

### 2. Scope of Services

The Fire Company shall provide “complete and comprehensive” fire protection to the appropriate designated service area (the “Designated Service Area”) of Hilltown Township. “Complete and comprehensive” fire protection means that the Fire Company shall use its best efforts to provide high quality firefighting and fire protection techniques, fire-related emergency expertise, and appropriate firefighting apparatus to meet the needs of the Designated Service Area. The Fire Company shall use said expertise and apparatus to the best of its ability in order to continue to provide quality protection of life and property within the Township.

The Fire Company shall, when requesting additional fire company assistance, enlist the services of the nearest available fire company for dispatch to ensure complete and comprehensive fire protection in the Township. The term "nearest" refers to that fire company which, along with the required personnel and equipment, has the least expected travel time to the scene.

The Fire Company shall assist all other fire companies that service the Township when assistance is deemed necessary by the responding fire company.

The Fire Company shall, when assisting another fire company, provide for a standby fire company to service the Designated Service Area. Any such standby fire company shall be able to provide adequate and competent firefighting services for the Designated Service Area.

### 3. Designated Service Area

The "Designated Service Area" is that portion of Hilltown Township to be served by the Fire Company as depicted on the Fire District Map, as adopted on August 12, 1996, by the Hilltown Township Board of Supervisors.

The Fire Company shall, when providing service to areas of substantial distance from the Fire Company or in situations when certain equipment/apparatus is required, utilize "dual dispatch" to ensure that complete and comprehensive fire protection is provided. "Dual dispatch" means that the Fire Company will automatically be dispatched first, while fire company equipment located nearest to the scene (in terms of expected travel time) shall automatically be dispatched second.

### 4. Town Fire Chief

The Chief of the Fire Company is hereby appointed the Township Fire Chief within the Designated Service Area. Pursuant to the Second-Class Township Code, the Township hereby vests such authority in said Fire Chief, and said Fire Chief shall possess an appropriate badge of authority in the exercise of duties. The Fire Chief

shall be responsible to the Township for all official actions and shall report to the Township as deemed necessary or as directed by the Township. The Fire Chief shall keep and maintain records of all activities within the Designated Service Area and shall submit reports to the Township as further discussed in Paragraph 6 below.

The Fire Chief, or the highest-ranking member of the Fire Company, is vested with all appropriate Township authority to supervise, manage and control all fire calls and fire-related emergencies. The Fire Chief, or highest-ranking member of the Fire Company, shall make all official decisions relating to said fire calls and fire-related emergencies, unless the situation dictates the need to consult with the Hilltown Township Police Department or the Hilltown Township Manager.

#### 5. Contribution for Services

To compensate the Fire Company for its services and the continued acquisition and maintenance of appropriate fire apparatus, the Township shall provide a contribution to the Fire Company from the Township's assessed Fire Tax in an amount established by the Township. The contribution shall be disbursed in semi-annual installments no later than July 1<sup>st</sup> and December 31<sup>st</sup> of the year. The contribution shall be based upon: (1) the percentage of the Township within the Designated Service Area and (2) the assessed value of the real property contained within the Designated Service Area. The amount of the contribution, the timing of distribution, and the specific calculation of the contribution amount shall be set forth in memoranda issued by the Township in accordance with the semi-annual dates set forth above. The Fire Company may solicit voluntary contributions from residents and businesses in the Township, but only within the Designated Service Area.

#### 6. Fire Company Reports

The Fire Company shall provide the Township with an annual report, which shall include details regarding how the appropriated monies from the prior year were

utilized. The Township may choose not make further contributions unless the said annual report is provided.

The Fire Company shall provide the Township with monthly reports, which shall include the nature and number of all calls responded to by the Fire Company within the Township.

The Fire Company shall also provide the Township with an annual contact list that includes the names, addresses, and home and cell telephones numbers of the Fire Chief, Fire Company President, Treasurer and Relief Association Treasurer.

7. Fire Company Insurance

The Fire Company shall obtain and maintain insurance coverage of not less than One Million Dollars (\$1,000,000.00) for its activities and equipment. The insurance shall include, but not be limited to, vehicle liability, general liability to cover firefighting, and all firefighters' errors and omissions liability. Proof of insurance coverage shall be submitted to the Township annually.

8. Effect of Agreement

This Agreement contains all of the agreements between the parties as to the subject matter herein and there are no other agreements, understandings or representations made by either of them regarding said subject matter.

9. Term of Agreement

This Agreement shall continue in full force and effect and shall automatically renew from year-to-year unless either party provides 60-days written notice to the other party to terminate or change the terms thereof.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have authorized the appropriate signatories of the respective parties to execute this Agreement this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_ , intending to be legally bound thereby.

HILLTOWN TOWNSHIP  
BOARD OF SUPERVISORS

Silverdale Fire Company

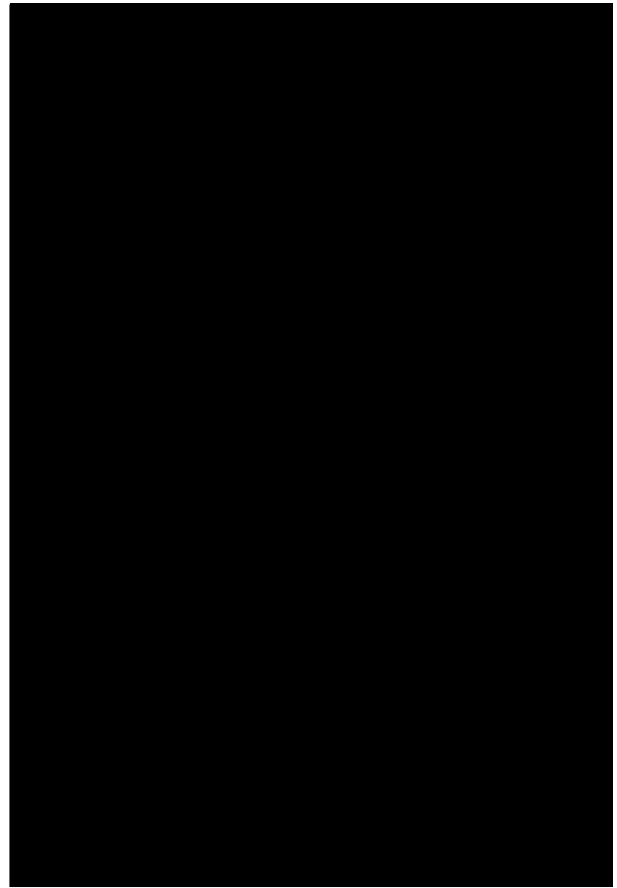
\_\_\_\_\_  
Caleb Torrice, Chairman

\_\_\_\_\_  
James C. Groff, Vice-Chairman

\_\_\_\_\_  
Joseph Metzinger, Supervisor

Attest: \_\_\_\_\_

Deanna Ferry, Township Manager





## 2025 FIRE PROTECTION AGREEMENT

This fire protection agreement (“AGREEMENT”) is by and between the **TOWNSHIP OF HILLTOWN**, a political subdivision situated within the Commonwealth of Pennsylvania, having offices at 13 West Creamery Road, Hilltown, PA 18927 (the “Township”) and the **Telford Volunteer Fire Company (Station 75)**, a Pennsylvania non-profit corporation, having its principal location at 400 West Broad Street, Telford, PA 18969 (the “Fire Company”). The parties hereto, intending to be legally bound, agree as follows:

### 1. Purpose of Agreement

The Township, being responsible for the health, safety, and general welfare of its citizenry, is authorized by Pennsylvania law to tender contracts and provide public funds in order to provide for fire protection service within its municipal boundaries.

### 2. Scope of Services

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HILLTOWN TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_

Caleb Torrice, Chairman

\_\_\_\_\_

James C. Groff, Vice-Chairman

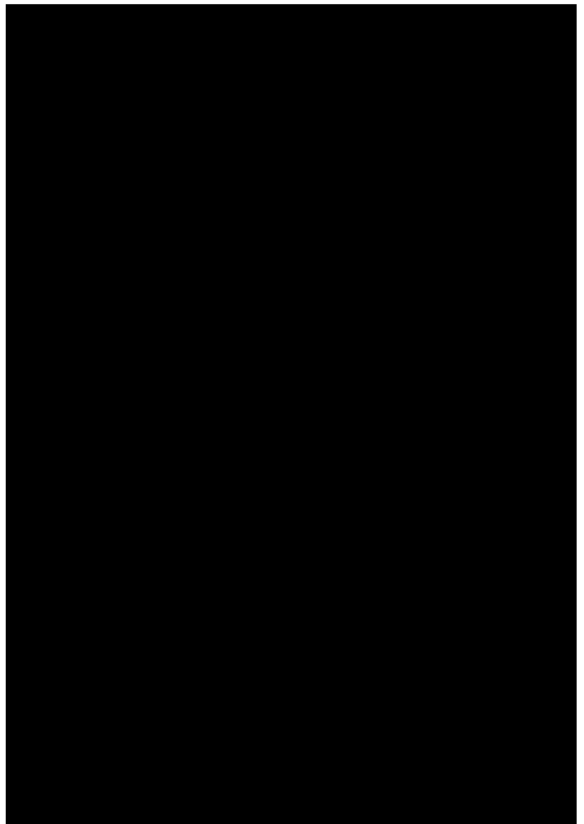
\_\_\_\_\_

Joseph Metzinger, Supervisor

Attest: \_\_\_\_\_

Deanna Ferry, Township Manager

Telford Volunteer Fire Company





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shall be responsible to the Township for all official actions and shall report to the Township as deemed necessary or as directed by the Township. The Fire Chief shall keep and maintain records of all activities within the Designated Service Area and shall submit reports to the Township as further discussed in Paragraph 6 below.

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utilized. The Township may choose not make further contributions unless the said annual report is provided.

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The Fire Company shall obtain and maintain insurance coverage of not less than One Million Dollars (\$1,000,000.00) for its activities and equipment. The insurance shall include, but not be limited to, vehicle liability, general liability to cover firefighting, and all firefighters' errors and omissions liability. Proof of insurance coverage shall be submitted to the Township annually.

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**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have authorized the appropriate signatories of the respective parties to execute this Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ , intending to be legally bound thereby.

HILLTOWN TOWNSHIP  
BOARD OF SUPERVISORS

Dublin Volunteer Fire Company

\_\_\_\_\_

Caleb Torrice, Chairman

\_\_\_\_\_

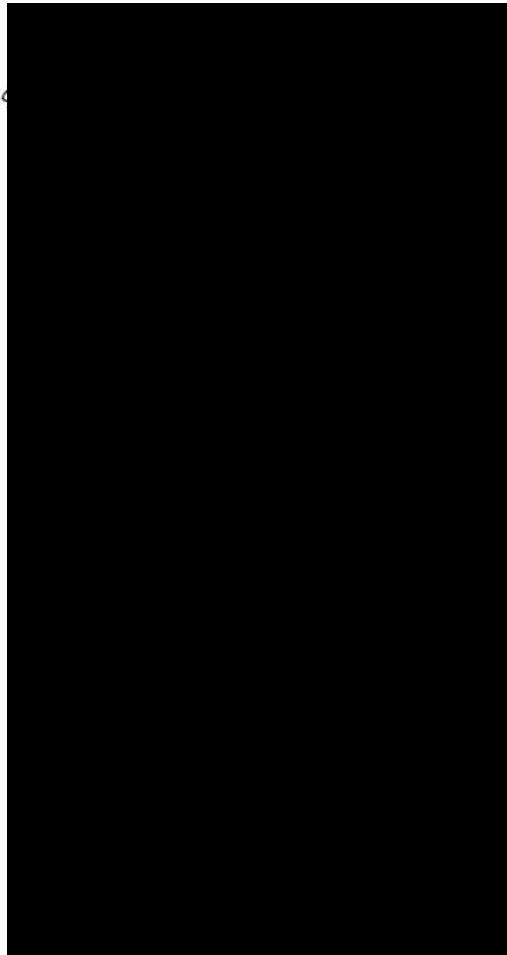
James C. Groff, Vice-Chairman

\_\_\_\_\_

Joseph Metzinger, Supervisor

Attest: \_\_\_\_\_

Deanna Ferry, Township Manager





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The Fire Chief, or the highest-ranking member of the Fire Company, is vested with all appropriate Township authority to supervise, manage and control all fire calls and fire-related emergencies. The Fire Chief, or highest-ranking member of the Fire Company, shall make all official decisions relating to said fire calls and fire-related emergencies, unless the situation dictates the need to consult with the Hilltown Township Police Department or the Hilltown Township Manager.

5. Contribution for Services

To compensate the Fire Company for its services and the continued acquisition and maintenance of appropriate fire apparatus, the Township shall provide a contribution to the Fire Company from the Township's assessed Fire Tax in an amount established by the Township. The contribution shall be disbursed in semi-annual installments no later than July 1<sup>st</sup> and December 31<sup>st</sup> of the year. The contribution shall be based upon: (1) the percentage of the Township within the Designated Service Area and (2) the assessed value of the real property contained with the Designated Service Area. The amount of the contribution, the timing of distribution, and the specific calculation of the contribution amount shall be set forth in memoranda issued by the Township in accordance with the semi-annual dates set forth above. The Fire Company may solicit voluntary contributions from residents and businesses in the Township, but only within the Designated Service Area.

6. Fire Company Reports

The Fire Company shall provide the Township with an annual report, which shall include details regarding how the appropriated monies from the prior year were



utilized. The Township may choose not make further contributions unless the said annual report is provided.

The Fire Company shall provide the Township with monthly reports, which shall include the nature and number of all calls responded to by the Fire Company within the Township.

The Fire Company shall also provide the Township with an annual contact list that includes the names, addresses, and home and cell telephones numbers of the Fire Chief, Fire Company President, Treasurer and Relief Association Treasurer.

7. Fire Company Insurance

The Fire Company shall obtain and maintain insurance coverage of not less than One Million Dollars (\$1,000,000.00) for its activities and equipment. The insurance shall include, but not be limited to, vehicle liability, general liability to cover firefighting, and all firefighters' errors and omissions liability. Proof of insurance coverage shall be submitted to the Township annually.

8. Effect of Agreement

This Agreement contains all of the agreements between the parties as to the subject matter herein and there are no other agreements, understandings or representations made by either of them regarding said subject matter.

9. Term of Agreement

This Agreement shall continue in full force and effect and shall automatically renew from year-to-year unless either party provides 60-days written notice to the other party to terminate or change the terms thereof.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have authorized the appropriate signatories of the respective parties to execute this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , intending to be legally bound thereby.

HILLTOWN TOWNSHIP  
BOARD OF SUPERVISORS

Perseverance Volunteer Fire Company

\_\_\_\_\_

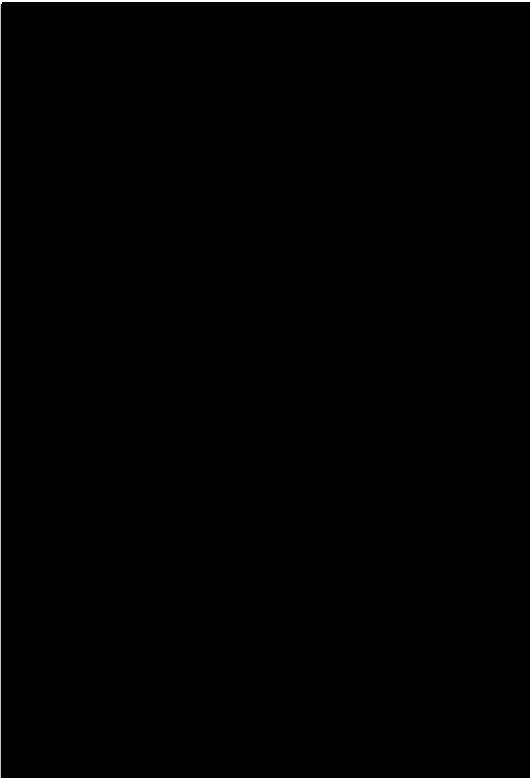
Caleb Torrice, Chairman

\_\_\_\_\_

James C. Groff, Vice-Chairman

\_\_\_\_\_

Joseph Metzinger, Supervisor



Attest: \_\_\_\_\_

Deanna Ferry, Township Manager



## 2025 FIRE PROTECTION AGREEMENT

This fire protection agreement (“AGREEMENT”) is by and between the **TOWNSHIP OF HILLTOWN**, a political subdivision situated within the Commonwealth of Pennsylvania, having offices at 13 West Creamery Road, Hilltown, PA 18927 (the “Township”) and the **Sellersville Fire Company (Station 27)**, a Pennsylvania non-profit corporation, having its principal location at 2 North Main Street, Sellersville, PA 18960 (the “Fire Company”). The parties hereto, intending to be legally bound, agree as follows:

### 1. Purpose of Agreement

The Township, being responsible for the health, safety, and general welfare of its citizenry, is authorized by Pennsylvania law to tender contracts and provide public funds in order to provide for fire protection service within its municipal boundaries.

### 2. Scope of Services

The Fire Company shall provide “complete and comprehensive” fire protection to the appropriate designated service area (the “Designated Service Area”) of Hilltown Township. “Complete and comprehensive” fire protection means that the Fire Company shall use its best efforts to provide high quality firefighting and fire protection techniques, fire-related emergency expertise, and appropriate firefighting apparatus to meet the needs of the Designated Service Area. The Fire Company shall use said expertise and apparatus to the best of its ability in order to continue to provide quality protection of life and property within the Township.

The Fire Company shall, when requesting additional fire company assistance, enlist the services of the nearest available fire company for dispatch to ensure complete and comprehensive fire protection in the Township. The term "nearest" refers to that fire company which, along with the required personnel and equipment, has the least expected travel time to the scene.

The Fire Company shall assist all other fire companies that service the Township when assistance is deemed necessary by the responding fire company.

The Fire Company shall, when assisting another fire company, provide for a standby fire company to service the Designated Service Area. Any such standby fire company shall be able to provide adequate and competent firefighting services for the Designated Service Area.

### 3. Designated Service Area

The "Designated Service Area" is that portion of Hilltown Township to be served by the Fire Company as depicted on the Fire District Map, as adopted on August 12, 1996, by the Hilltown Township Board of Supervisors.

The Fire Company shall, when providing service to areas of substantial distance from the Fire Company or in situations when certain equipment/apparatus is required, utilize "dual dispatch" to ensure that complete and comprehensive fire protection is provided. "Dual dispatch" means that the Fire Company will automatically be dispatched first, while fire company equipment located nearest to the scene (in terms of expected travel time) shall automatically be dispatched second.

### 4. Town Fire Chief

The Chief of the Fire Company is hereby appointed the Township Fire Chief within the Designated Service Area. Pursuant to the Second-Class Township Code, the Township hereby vests such authority in said Fire Chief and said Fire Chief shall possess an appropriate badge of authority in the exercise of duties. The Fire Chief

shall be responsible to the Township for all official actions and shall report to the Township as deemed necessary or as directed by the Township. The Fire Chief shall keep and maintain records of all activities within the Designated Service Area and shall submit reports to the Township as further discussed in Paragraph 6 below.

The Fire Chief, or the highest-ranking member of the Fire Company, is vested with all appropriate Township authority to supervise, manage and control all fire calls and fire-related emergencies. The Fire Chief, or highest-ranking member of the Fire Company, shall make all official decisions relating to said fire calls and fire-related emergencies, unless the situation dictates the need to consult with the Hilltown Township Police Department or the Hilltown Township Manager.

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To compensate the Fire Company for its services and the continued acquisition and maintenance of appropriate fire apparatus, the Township shall provide a contribution to the Fire Company from the Township's assessed Fire Tax in an amount established by the Township. The contribution shall be disbursed in semi-annual installments no later than July 1<sup>st</sup> and December 31<sup>st</sup> of the year. The contribution shall be based upon: (1) the percentage of the Township within the Designated Service Area and (2) the assessed value of the real property contained with the Designated Service Area. The amount of the contribution, the timing of distribution, and the specific calculation of the contribution amount shall be set forth in memoranda issued by the Township in accordance with the semi-annual dates set forth above. The Fire Company may solicit voluntary contributions from residents and businesses in the Township, but only within the Designated Service Area.

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The Fire Company shall provide the Township with an annual report, which shall include details regarding how the appropriated monies from the prior year were

utilized. The Township may choose not make further contributions unless the said annual report is provided.

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The Fire Company shall also provide the Township with an annual contact list that includes the names, addresses, and home and cell telephones numbers of the Fire Chief, Fire Company President, Treasurer and Relief Association Treasurer.

7. Fire Company Insurance

The Fire Company shall obtain and maintain insurance coverage of not less than One Million Dollars (\$1,000,000.00) for its activities and equipment. The insurance shall include, but not be limited to, vehicle liability, general liability to cover firefighting, and all firefighters' errors and omissions liability. Proof of insurance coverage shall be submitted to the Township annually.

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**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

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HILLTOWN TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_

Caleb Torrice, Chairman

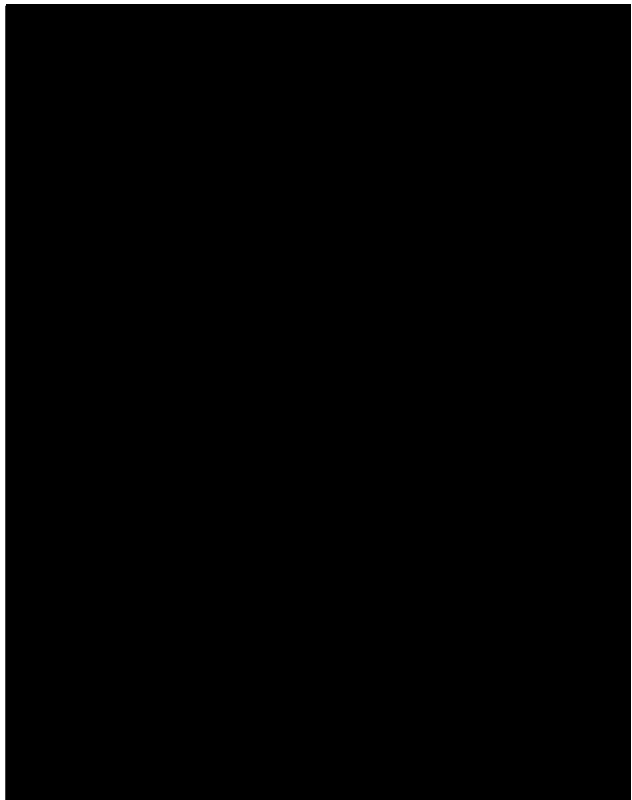
\_\_\_\_\_

James C. Groff, Vice-Chairman

\_\_\_\_\_

Joseph Metzinger, Supervisor

Sellersville Fire Company



Attest: \_\_\_\_\_

Deanna Ferry, Township Manager



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HILLTOWN TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_

Caleb Torrice, Chairman

\_\_\_\_\_

James C. Groff, Vice-Chairman

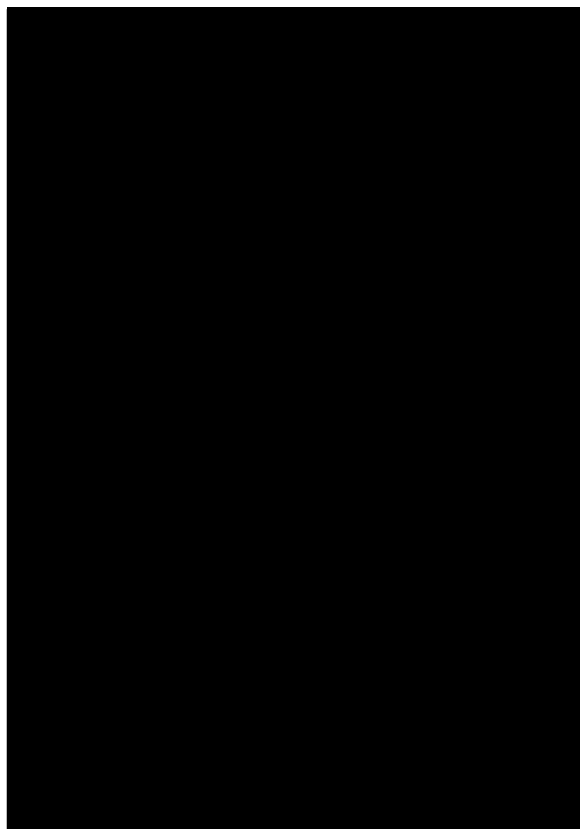
\_\_\_\_\_

Joseph Metzinger, Supervisor

Attest: \_\_\_\_\_

Deanna Ferry, Township Manager

Telford Volunteer Fire Company



**CONFIRMED  
APPOINTMENT**



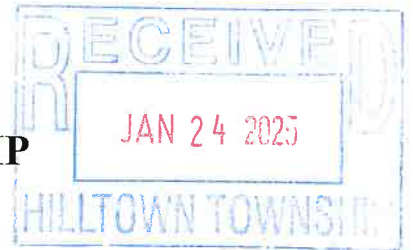
**HILLTOWN TOWNSHIP**

13 West Creamery Road

P.O. Box 260

Hilltown, PA 18927

(215) 453-6000 Fax: (215) 453-1024



Date: January 3, 2025

**COMMUNITY EVENT FORM**

Request for Use of Hilltown Township Local Road for a Community Event  
(Resolution # 2007-022)

Dear Hilltown Township,

We, the undersigned Hilltown Township property owners and residents hereby request consideration from Hilltown Township to allow us to use 15-001-045-001

for a Sweatshirt of Hope 25 on the following date Sept 20 & 21 and time Saturday 9 am to 9 pm ~~Friday~~ Sunday 9 am to 2 pm

We have read and we understand and agree to all of the requirements of Hilltown Township Resolution #2007-022 and in compliance thereof, we have obtained the signatures of all Hilltown Township property owners who have land owner frontage affected by the location of our requested event. We further enclose a check payable to "Hilltown Township" in the amount of \$100.00, pursuant to Paragraph 3 of said Resolution.

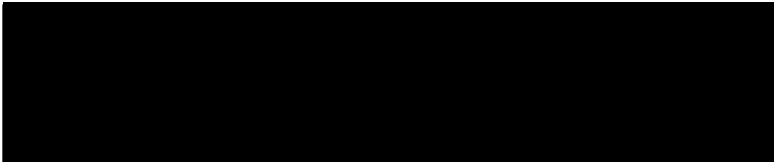
We understand that we will be responsible for notifying all abutting property owners at least twenty one (21) days before the event. We also hereby agree to provide proof to you that individual notification was delivered to each resident on our affected street of the requested scheduled event. We will provide you with a receipt as required by Paragraph 9 of said Resolution and we will further provide to you a Letter of Indemnity pursuant to Paragraph 10 of said Resolution.

The contact person who is hereby authorized by all of the undersigned to be the contact person for purposes of Township response is Terry S Derstine who can be reached at

[Redacted]

(Please Print)

(Phone Number)



(PLEASE PROVIDE All PROPERTY OWNER'S SIGNATURES & ADDRESSES)

**SOLICITOR'S  
REPORT**



**HILLTOWN TOWNSHIP**  
13 West Creamery Road  
P.O. Box 260  
Hilltown, PA 18927  
(215) 453-6000 Fax: (215) 453-1024  
www.hilltown.org

**MEMORANDUM**

**February 18, 2025**

---

**To:** Board of Supervisors  
**From:** Caitlin M. Mest, EIT, BCO, CFM, CZO  
**RE:** [REDACTED] - Variance

---

**Applicant:** Gregory Dew (Owner)  
**Affected Property:** [REDACTED]  
**Zoning District:** VC – Village Center  
**Requested Action:** Applicant is requesting two variances to erect a residential accessory detached garage.  
**Summary:** Applicant requests to demolish an existing detached garage and erect a new detached garage. Garage is accessory to an existing single-family dwelling. The proposed garage shall have a side yard setback of 10 ft; whereas, a minimum 20 ft side yard setback is required. Also, the proposed garage shall have a rear yard setback of 35 ft; whereas, a rear yard setback of 50 ft is required.  
**Requested Variance:** ZO §160-23.B(1). Single Family Detached.  
**Note to BOS:** There is a typo in the zoning officer's letter to the applicant dated 2/11/2025. The letter stated a 25 ft side yard in required in the VC zoning district; however, a 20 ft side yard is required per the zoning ordinance. Correction is noted above.

**cc:** File



**HILLTOWN TOWNSHIP**

13 West Creamery Road  
P.O. Box 260  
Hilltown, PA 18927  
(215) 453-6000 Fax: (215) 453-1024  
www.hilltown.org



**APPEAL TO ZONING HEARING BOARD**  
**HILLTOWN TOWNSHIP**

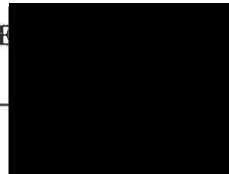
*Please note: It is **required** that all applicants make an application for a Subdivision/Land Development and/or apply for a **Zoning Permit** and receive a **review** from the Township prior to submitting an application to the Zoning Hearing Board.*

<b>TOWNSHIP USE:</b>	
Appeal #:	<u>2025-001</u>
Date Filed:	<u>2-13-25</u>
Received By:	<u>JL</u>

**PLEASE COMPLETE ALL SECTIONS OF THE APPLICATION**

**PLEASE ATTACH ALL REQUESTED DOCUMENTATION. FAILURE TO COMPLETE ALL SECTIONS OR ATTACH ALL REQUESTED DOCUMENTATION MAY RESULT IN A DENIAL OF YOUR APPLICATION. YOUR INITIALS BELOW INDICATE THAT YOU HAVE A COMPLETE UNDERSTANDING OF THE SAME.**

**THE TOWNSHIP WILL NOT ACCEPT APPLICATIONS UNLESS INITIALED BY**



Date: 2-17-25

1. Applicant:

a. Name: Greg Dew

b. Mailing Address:

c. Phone Number:

d. State whether the Applicant is: (Check one or more if applicable)

- Owner of Legal Title
- Owner of Equitable Title
- Tenant with the Permission of Legal Title

2. Applicant's Attorney: (if any)

a. Attorney's and Firm Name: \_\_\_\_\_

b. Mailing Address: \_\_\_\_\_

c. Phone Number: \_\_\_\_\_ Fax No.: \_\_\_\_\_

d. Email Address: \_\_\_\_\_

250065

HILLTOWN TOWNSHIP  
ZONING AND BUILDING DEPARTMENT

3. Property Information:

a. Present Zoning Use Classification: \_\_\_\_\_

b. Tax Parcel Number: 15-019-025

c. Location: (with reference to nearby intersections or prominent features):

Near intersection of Blooming Glen Rd and  
Main St. in the Blooming Glen community

4. Present Use: old barn/garage

5. Proposed Use: (if different) new detached garage

6. Classification of Appeal: (Check one or more if applicable)

- A. Request for a Variance (Zoning Ordinance §160-104.A)
- B. Request for Special Exception (Zoning Ordinance §160-104.B)
- C. Interpretation of Law
- D. Appeal from action of the Zoning Officer (Attach all related correspondence)
- E. Other (Please specify)

7. Cite Zoning Ordinance sections applicable to, and summarize, relief request:

(use separate paper if necessary)

160-23-B I would like to move the current footprint  
approximately 9.5 ft closer to my SW (side yard) property  
line. Aesthetically and functionally this would be a big improvement

8. Have any previous appeals been filed regarding this property:  Yes  No

a. If yes, please explain: \_\_\_\_\_

b. Prior Appeal Number: \_\_\_\_\_

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_





**HILLTOWN TOWNSHIP**

13 West Creamery Road

P.O. Box 260

Hilltown, PA 18927

(215) 453-6000

www.hilltown.org

February 11, 2025

Greg Dew and Rachel Dew

[REDACTED]

RE: [REDACTED] - Detached garage

Dear Mr. and Mrs. Dew,

This letter is to notify you that your permit application for [REDACTED] (TMP #15-019-025,) located in the Village Center (VC) zoning district, has been denied at this time. The permit application has been denied due to the following reasons:

1. (Section 160-23.B.(1), Hilltown Township Zoning Ordinance) The proposed side yard setback for an accessory residential structure greater than 250 sqft is 10 ft; whereas, a minimum of 25 ft setback is required.
2. (Section 160-23.B.(1), Hilltown Township Zoning Ordinance) The proposed rear yard setback for an accessory residential structure greater than 250 sqft is 35 ft; whereas, a minimum of 50 ft setback is required.

You may appeal the decision to the Hilltown Township Zoning Hearing Board (ZHB.) The link to the ZHB application is within the email to which this letter is attached.

If you should have any questions at this time, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Caitlin M. Mest".

Caitlin M. Mest, EIT, BCO, CFM, CZO  
Hilltown Township Zoning Officer  
BuildingAndZoning@hilltown.org

Current structure



New (proposed)



**DRAWINGS PROVIDED BY:**  
Smucker Brothers Construction  
1334 Sheep Hill Rd  
East Earl, PA 17519  
(717)557-8615  
Mike@smuckerbrothers.com

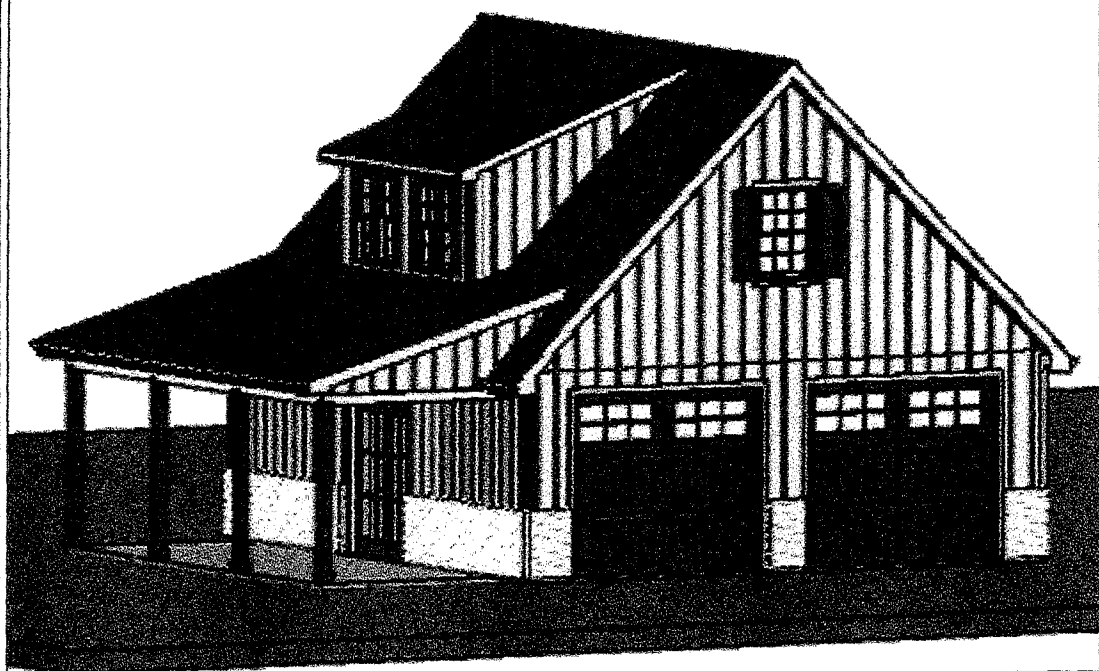
**Dew, Greg & Rachel**  
T29 Blooming Glen Rd  
Perkasie PA  
email address  
Ph-317-306-6686

**DATE:** 2/13/2025

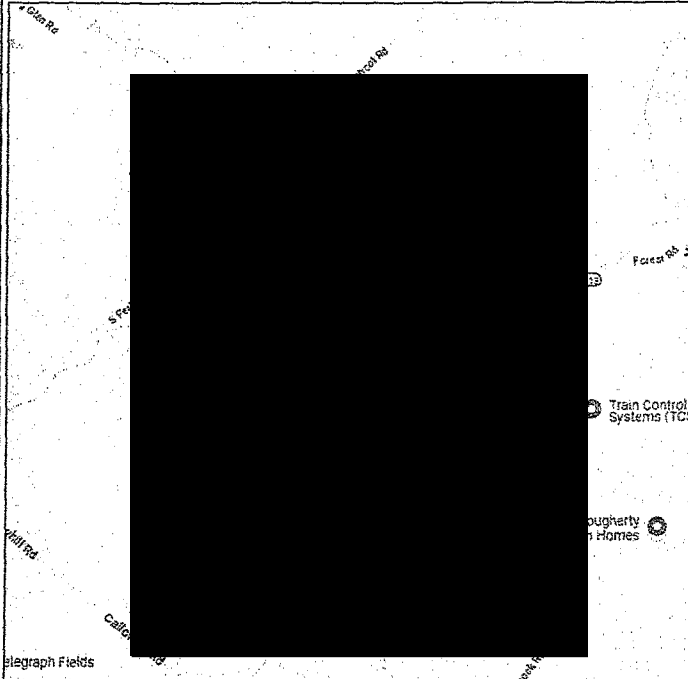
**Plan Image**

**3D Image**

**Page Notes**



# Greg & Rachel Dew



**GENERAL NOTES**

- ALL CONSTRUCTION SHALL COMPLY WITH 2018 IRC BUILDING CODE

- BUILDER MUST VERIFY ALL DIMENSIONS AND ACCURACY BEFORE CONSTRUCTION

- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED MEASUREMENTS

- EXTERIOR AND BEARING WALLS TO BE 2X6 @ 16" O.C. UNLESS OTHERWISE NOTED

- PROVIDE BRIDGING AT ALL MIDSPAN POINTS UNLESS OTHERWISE NOTED

- ALL STRUCTURAL LUMBER SHALL BE SPRUCE-FINE, FIR #2 OR BETTER, UNLESS OTHERWISE NOTED

- IF APPLICABLE, WHERE GARAGE ATTACHED TO DWELLING UNIT, WALLS BETWEEN GARAGE AND HOUSE TO BE FIRE-RATED = (1) 1/2" (1/2) INCH TYPE X FIRE-CODE DRYWALL, DOOR BETWEEN AREAS TO BE 20 MINUTE CLASSIFIED DOOR WITH FIRE-CODE JAMB, MECHANICAL AND SUMP-FIT LOCATIONS VARY PER SITE GRADING AND BASEMENT CONDITIONS

- TEMPERED GLAZING REQUIREMENTS:

- (1) - IN WINDOWS AND DOORS WITHIN (18) INCHES OF WALKING SURFACE
- (2) - IN ANY INDIVIDUAL PANEL GREATER THAN (9) SQ. FT.
- (3) - IN WINDOWS WITHIN (24) INCHES OF ANY OPENABLE DOOR WHEN DOOR IS IN CLOSED POSITION
- (4) - IN PANELS WITHIN STAIRWAYS, LANDINGS AND RAMPS, AND WITHIN (22) INCHES HORIZONTALLY OF WALKING SURFACE, UNLESS PROTECTED WITH BARS 2" O.C. CAPABLE OF WITHSTANDING 50 LB. PER LINEAR FOOT
- (5) - IN PANELS ADJACENT TO STAIRWAY WITHIN (60) INCHES HORIZONTALLY OF THE BOTTOM TREAD OF A STAIRWAY IN ANY DIRECTION, AND WHEN THE PANEL IS WITHIN (60) INCHES OF TREAD NOSING.

EXCEPTION: IF HANDRAIL OR GUARDRAIL IS PROVIDED, DISTANCE CAN BE REDUCED TO (18) INCHES FROM THE RAILING TO ADJACENT GLAZING, APPLICANT SHALL PROVIDE CODE OFFICIAL WITH CUT-SHEETS PRIOR TO CONSTRUCTION

- BASEMENTS AND EVERY SLEEPING ROOM SHALL HAVE AT LEAST (1) OPENABLE EMERGENCY ESCAPE AND RESCUE OPENING.

- A (20) INCH X (6) FEET (6) INCH DOOR, DIRECT TO OUTSIDE IS ALLOWED FOR EGRESS (DOOR TO HAVE BULKHEAD ENCLOSURE)

- EGRESS WINDOWS TO HAVE MIN. OF (5.7) SQ. FT. CLEAR OPENING, WITH A MIN. (24) INCH OPENING HEIGHT AND MIN. (20) INCH OPENING WIDTH. GRADE FLOOR OPENINGS ARE ACCEPTED

- TO HAVE A (5) SQ. FT. CLEAR OPENING ALL EGRESS UNITS SHALL BE OPERATIONAL FROM INSIDE WITHOUT USE OF TOOLS OR KEYS

- WINDOW WELLS - THE MIN. HORIZONTAL AREA OF THE WINDOW WELL SHALL BE (4) SQ. FT. WITH A MIN. HORIZONTAL PROJECTION AND WIDTH OF (60) INCHES. THE AREA OF THE WINDOW WELL SHALL ALLOW THE EMERGENCY ESCAPE AND RESCUE OPENING TO BE FULLY OPENED.

- WINDOW SILLS TO BE A MINIMUM 2" ABOVE FINISH FLOOR, WHERE OUTSIDE GRADE EXCEEDS 6" FROM WINDOW SILL.

- THE EXTERIOR LANDING AT AN EXTERIOR DOORWAY SHALL NOT BE MORE THAN 1 3/4 INCHES (36MM) BELOW THE TOP OF THE THRESHOLD, PROVIDE THE DOOR DOES NOT SWING OVER THE LANDING, OTHER THAN AN EXTERIOR STORM OR SCREEN

SECTION #14.8 LOCATION - SMOKE ALARMS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS:

- (1) - IN EACH SLEEPING ROOM.
- (2) - OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- (3) - ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENTS AND HABITABLE ATTICS AND NOT INCLUDING CRANE SPACES AND UNINHABITABLE ATTICS, IN DWELLINGS OR DWELLING UNITS WITH SPLIT LEVELS AND WITHOUT AN INTERVENING DOOR BETWEEN THE ADJACENT LEVELS, AN SMOKE ALARM INSTALLED ON THE UPPER LEVEL, SHALL SURVEIL FOR THE ADJACENT LOWER LEVEL PROVIDED THAT THE LOWER LEVEL IS LESS THAN ONE FULL STORY BELOW THE UPPER LEVEL.
- (4) - SMOKE ALARMS SHALL BE INSTALLED NOT LESS THAN 3 FEET (914 MM) HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY THIS SECTION.

SMOKE ALARMS SHALL NOT BE INSTALLED IN THE FOLLOWING LOCATIONS UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM IN A LOCATION REQUIRED BY SECTION R314.8.

- (1) - IONIZATION SMOKE ALARMS SHALL NOT BE INSTALLED LESS THAN 20 FEET HORIZONTALLY FROM A PERMANENTLY INSTALLED COOKING APPLIANCE.
- (2) - IONIZATION SMOKE ALARMS WITH AN ALARM-DEGLING SWITCH SHALL NOT BE INSTALLED LESS THAN 10 FEET HORIZONTALLY FROM A PERMANENTLY INSTALLED COOKING APPLIANCE.
- (3) - PHOTOELECTRIC SMOKE ALARMS SHALL NOT BE INSTALLED LESS THAN 6 FEET HORIZONTALLY FROM A PERMANENTLY INSTALLED COOKING APPLIANCE.

1. SMOKE DETECTORS MUST BE INTERCONNECTED BY WIRING, EXCEPTION IF NO POWER SOURCE IS AVAILABLE, IS TO INSTALL WIRELESS DETECTORS THAT ARE WIRELESSLY CONNECTED

- PROVIDE CARBON MONOXIDE DETECTORS IN EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS IN DWELLINGS WITHIN WHICH FUEL-FIRED APPLIANCES ARE INSTALLED AND IN BASEMENTS THAT HAVE ATTACHED GARAGES.

**CODE AND LOADING INFORMATION**

**APPLICABLE CODES**

- 2018 IRC BUILDING CODES

**OCCUPANCY TYPE**

- RESIDENTIAL SINGLE FAMILY DWELLING

**CONSTRUCTION TYPE**

- TYPE 5 B

**LOADING NOTES**

- 1ST FLOOR LIVE = 40 PSF
- 2ND FLOOR/TIATIC = 30 PSF
- SNOW LIVE = 30 PSF
- DEAD LOADS = 1 PSF
- BASIC WIND SPEED = 115 MPH
- SEISMIC DESIGN CATEGORY = B
- FROST DEPTH LINE = 36"
- ASSUMED SOIL CLASS = GM, CC
- SOIL BEARING CAPACITY = 2000 PERIF SOIL DIFFERS FROM ASSUMED ABOVE (REFER TO IRC 2018 CODES)

**ENERGY CODE COMPLIANCE**

**SINGLE FAMILY DWELLING (CLIMATE ZONE 4)**

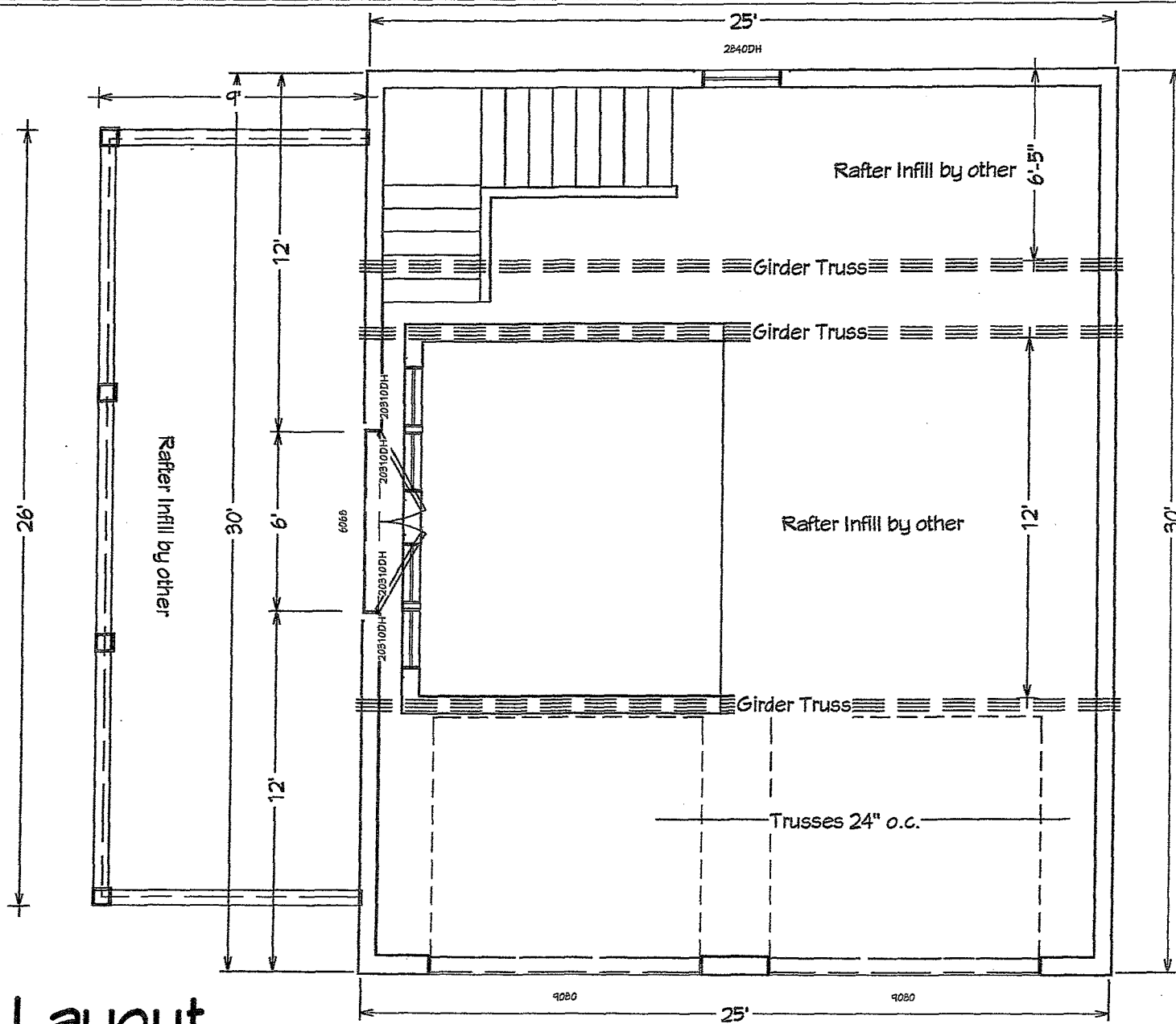
- MAX. GLAZING FACTOR = 50
- CEILING INSULATION = R-49
- WALL INSULATION = R-21
- BASEMENT INSULATION = R-15 CONTINUOUS OR R-19 CAVITY
- FLOOR INSULATION = R-30
- SLAB FLOOR INSULATION = R-10, 3"
- CRAWL SPACE WALLS = R-15 CONTINUOUS OR R-19 CAVITY

**Layout Page Table**

Page Number	Title
1	Cover Page
2	Floor Plan
3	Foundation
4	2nd Floor Plan
5	Elevations
6	Site Plan
7	Electrical Layout

**SHEET:** 1

# 1st Floor Layout



DRAWINGS PROVIDED BY:

Smucker Brothers  
1554 Sheep 1  
East Eon, PA  
(717) 581-8  
Mike@smuckertn

Dew, Greg &  
129 Blooming  
Perkasie  
email add  
Ph-317-306

JCKER  
OTHERS  
struction  
Quality is a Mindset

Construction  
Hill Rd  
17819  
618  
others.com  
Rachel

Glen Rd  
PA  
ess  
6686

3/2025

DATE: 2/1

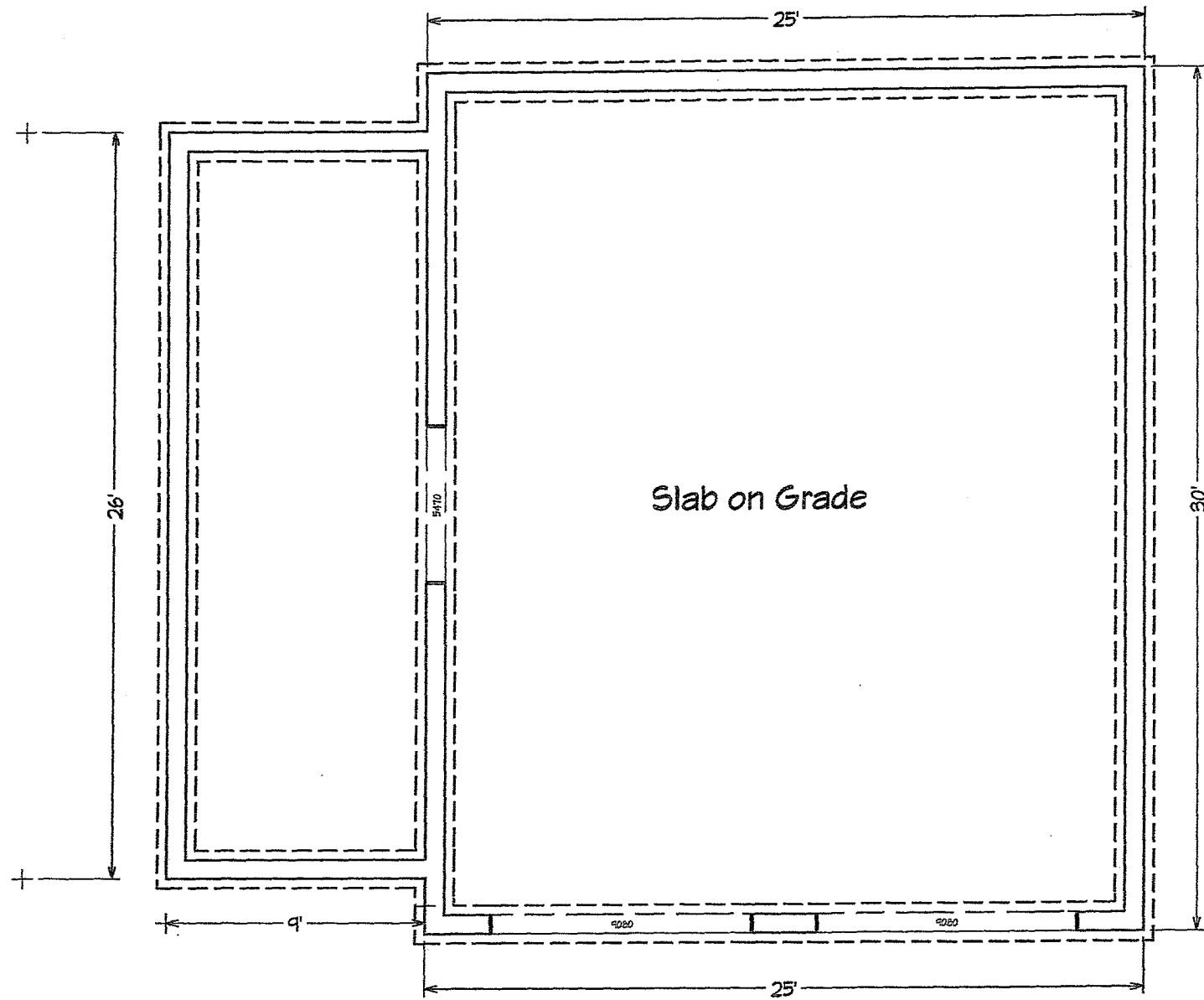
Plan  
Image

3D Image

Page Numbers

Page Number	Title
1	Cover Page
2	Floor Plan
3	Foundation
4	2nd Floor Plan
5	Elevations
6	Site Plan
7	Electrical Layout

SHEET: 2



# Foundation Plans



**DRAWINGS PROVIDED BY:**  
 Smucker Brothers Construction  
 1534 Sheep Hill Rd  
 East Earl, PA 17519  
 (717)587-8818  
 Mike@smuckerbrothers.com

**Daw, Greg & Rachel**  
 729 Blooming Glen Rd  
 Perkasie PA  
 email address  
 Ph-317-306-6606

**DATE:** 2/13/2025

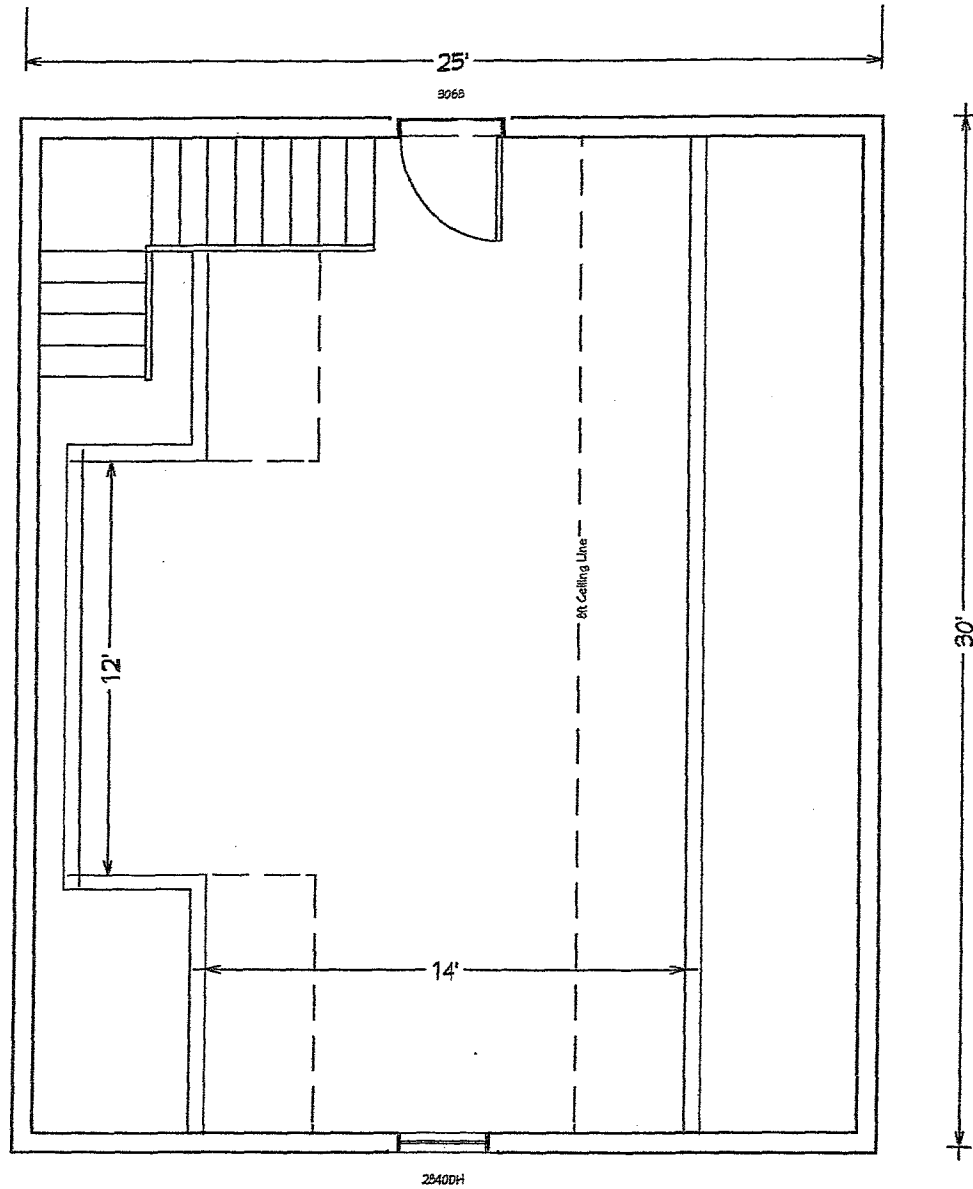
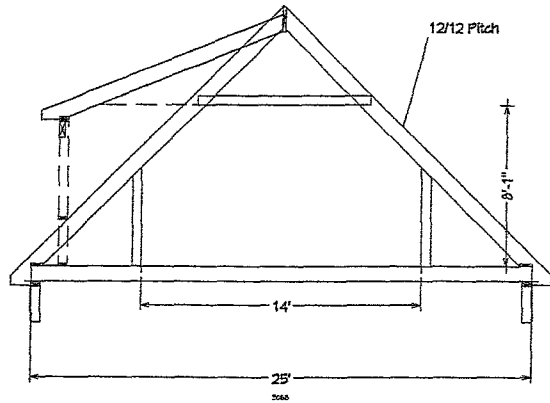
**Plan Image**

**3D Image**

**Page Notes**

Layout Page Table	
Page Number	Title
1	Cover Page
2	Floor Plan
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4	2nd Floor Plan
5	Elevations
6	Site Plan
7	Electrical Layout

**SHEET:** 3



DRAWINGS PROVIDED BY:  
Smucker Brothers Construction  
1334 Sheep Hill Rd  
East Earl, PA 17519  
(717) 587-3518  
Mike@smuckerbrothers.com

Dew, Greg & Rachel  
129 Blooming Glen Rd  
Perkasie PA  
email address  
Ph-317-306-6666

DATE: 2/13/2025

Plan Image

3D Image

Page Notes

Layout Page Table

Page Number	Title
1	Cover Page
2	Floor Plan
3	Foundation
4	2nd Floor Plan
5	Elevations
6	Site Plan
7	Electrical Layout

SHEET: 4

DRAWINGS PROVIDED BY:  
Smucker Brothers Construction  
1934 Sheep Hill Rd  
East Earl, PA 17519  
(717) 597-8815  
Mike@smuckerbrothers.com

Dew, Greg & Rachel  
729 Blooming Glen Rd  
Perkasie PA  
email address  
Ph-317-308-6686

DATE: 2/13/2025

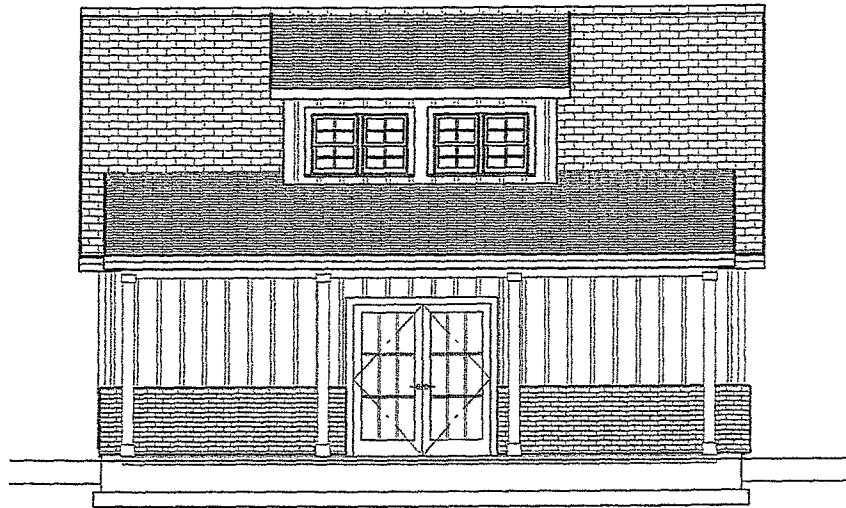
Plan Image

3D Image

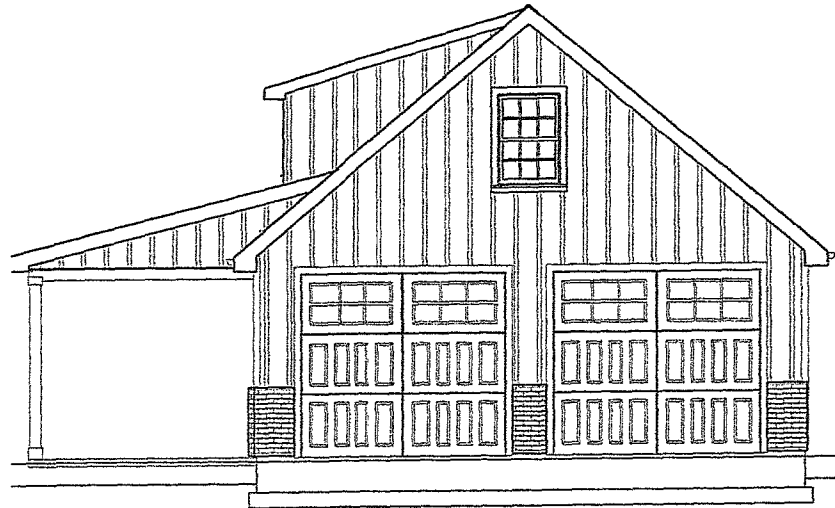
Page Notes

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7	Electrical Layout

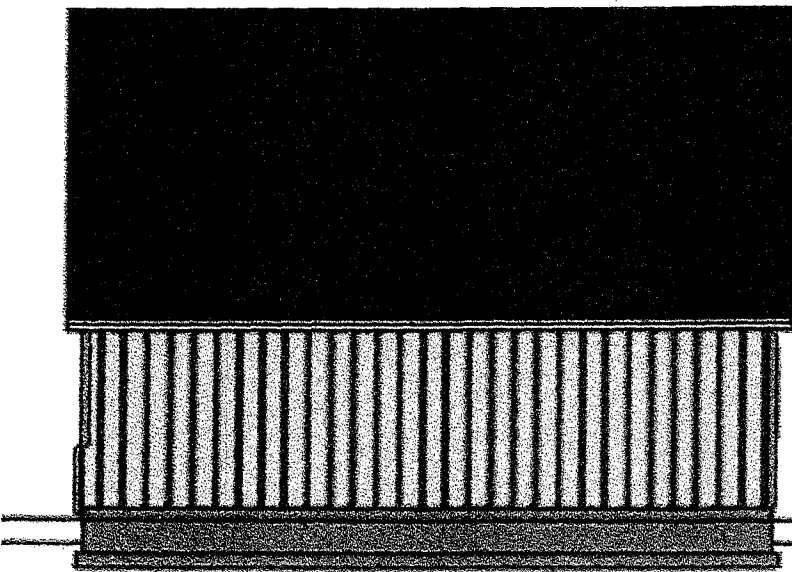
SHEET: 5



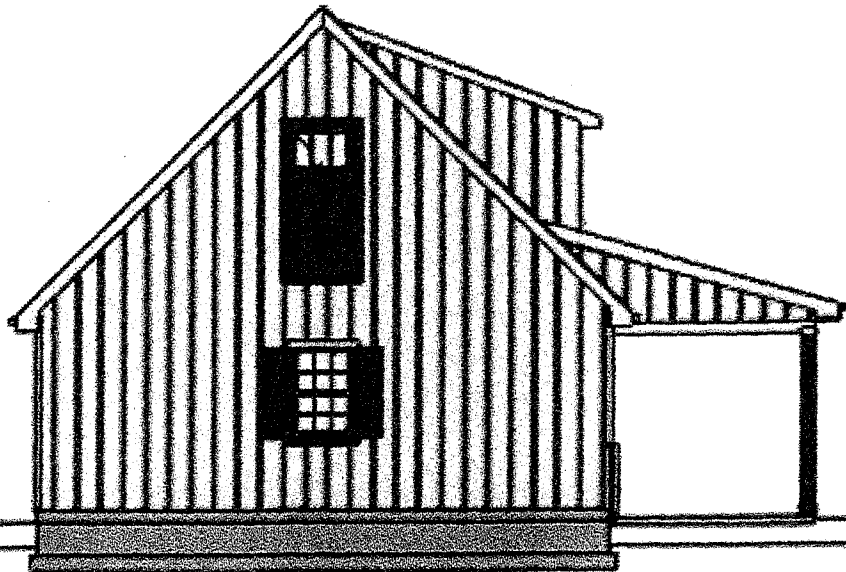
West Elevation



South Elevation



East Elevation



North Elevation



DRAWINGS PROVIDED BY:  
 Smucker Brothers Construction  
 1334 Sheep Hill Rd  
 East Earl, PA 17519  
 (717)587-8818  
 Mike@smuckerbrothers.com

Dea, Greg & Rachel  
 729 Blooming Glen Rd  
 Perkasie PA  
 email address  
 Ph-317-306-8886

DATE: 2/13/2025

Plan Image

3D Image

Page Notes

Layout Page Table	
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SHEET:

15-019-025  
 Parcel Number 15-019-025  
 Address 729 BLOOMING GLEN RD  
 Municipality Hilltown Townsh p  
 Deed Area (Acres) 0.52060000 AC  
 Land Use Code 160!

[View Parcel information](#)

**Impervious Coverage**  
Lot Size 0.52000 acres / 22,651 sq. ft.  
Max Coverage Allowed 5,889 sq. ft. / 26%

House = 1,355 sq. ft.  
 Garage = 660 sq. ft.  
 Porches = 569 sq. ft.  
 Sidewalks = 166 sq. ft.  
 Garage = 660 sq. ft.  
 Driveway = 1,750 sq. ft.

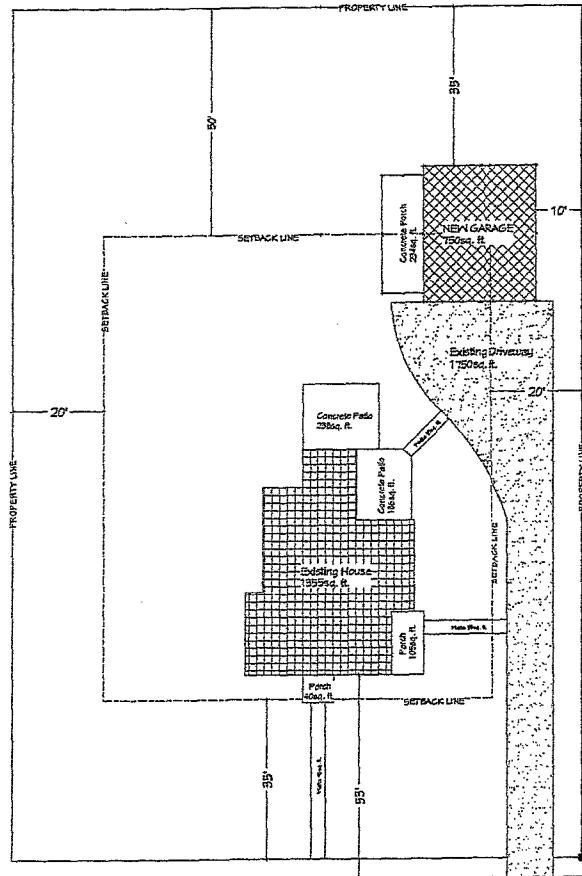
Total Existing Coverage = 5,180 sq. ft.

New Garage = 750 sq. ft.  
 Porch = 284 sq. ft.

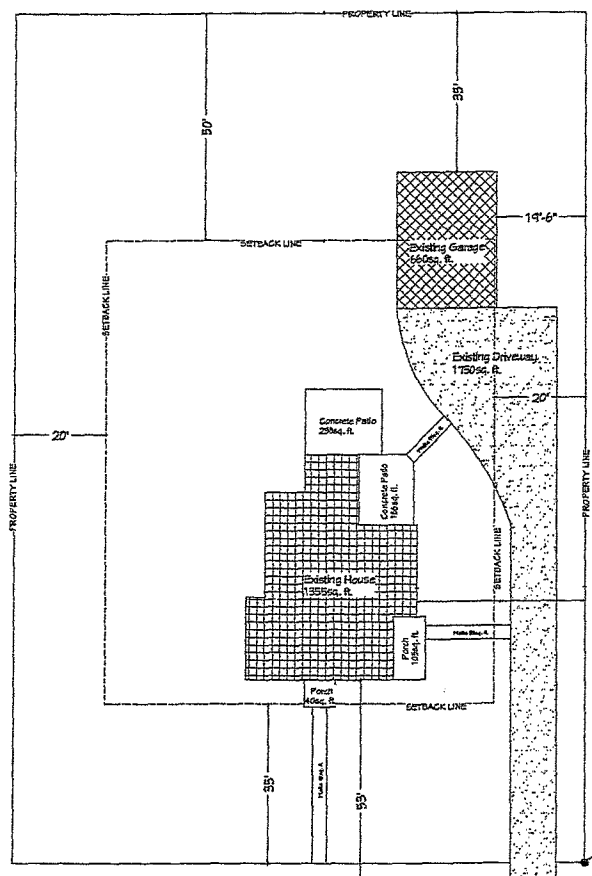
Demol Existing Garage = 660 sq. ft. (removed)

Net Coverage Added = 374 sq. ft.

Total Impervious Lot Coverage = 5,504 sq. ft.  
 Total Impervious Lot Coverage Percentage = 24.2 %



**PROPOSED - Site Plan**

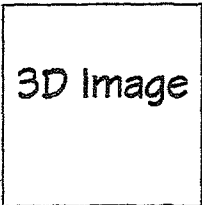


**Existing Site Plan**

Blooming Glen Rd

Blooming Glen Rd





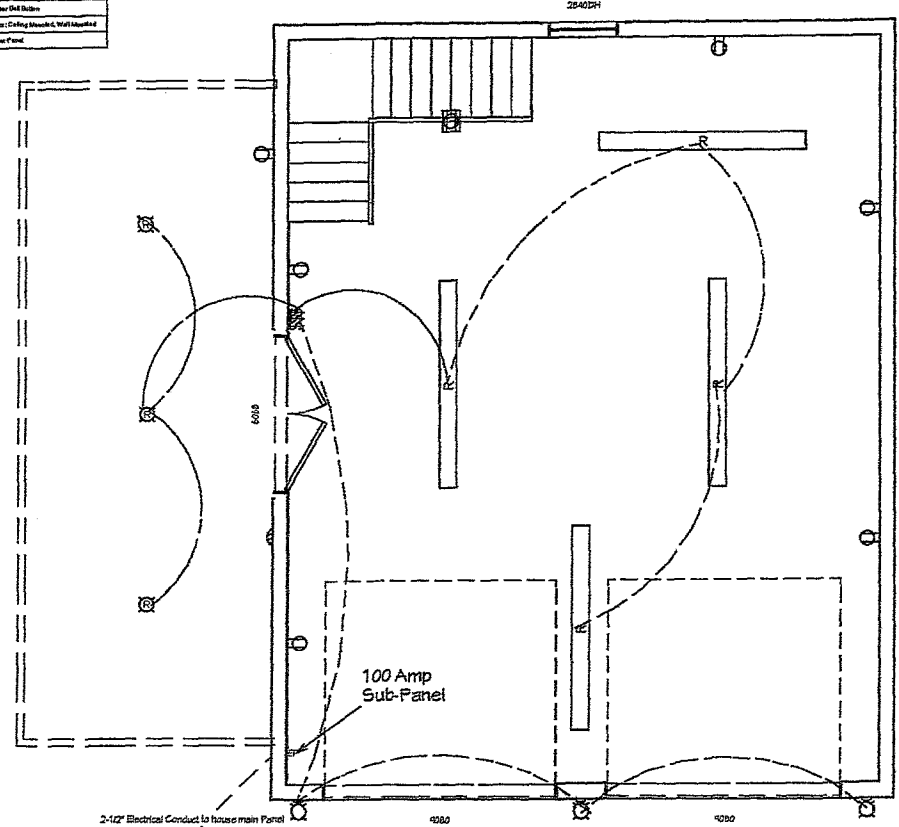
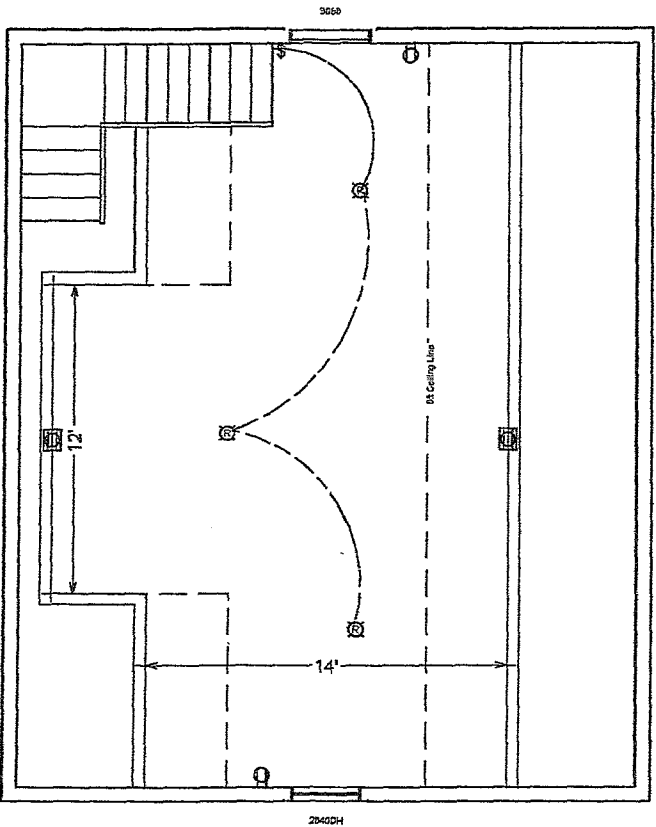
Page Notes

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**ELECTRICAL - DATA - AUDIO LEGEND**

SYMBOL	DESCRIPTION
	Cable Fan
	Hatched Area: Ceiling Mounted, Wall Mounted
	Cable Mounted Light fixture, Surface Mounted, Recessed, or Suspended
	Wall Mounted Light fixture, Flush Mount, or Surface
	Cable Mounted Light fixture
	Recessed Light fixture
	2x4 Joist
	2x4 Joist/Truss/Deck, Weather Proof, 4" OC
	Joist/Truss/Deck, Weather Proof, 2" Spc, 4" Max
	Subfloor, Drywall, Tile
	Audio Mixer, Control Panel, Booth
	Speaker: Ceiling, In-wall, Wall Mounted
	Wall Joints: GFI, GFCI, TV, Fire Alarm
	Telephone Jack
	Inlet
	Thermostat
	Dry Chime, Door Bell Button
	Door & Entrance: Ceiling Mounted, Wall Mounted
	Exhaust Symbol, Fan



# Electrical Plan



**HILLTOWN TOWNSHIP**  
13 West Creamery Road  
P.O. Box 260  
Hilltown, PA 18927  
(215) 453-6000 Fax: (215) 453-1024  
www.hilltown.org

**MEMORANDUM**

**February 19, 2025**

---

**To:** Board of Supervisors  
**From:** Caitlin M. Mest, EIT, BCO, CFM, CZO  
**RE:** [REDACTED]

---

**Applicant:** Jason Allebach (Owner)

**Affected Property:** [REDACTED]

**Zoning District:** RR – Rural Residential

**Requested Action:** Applicant is requesting one variance to erect a residential accessory structure (pole barn.)

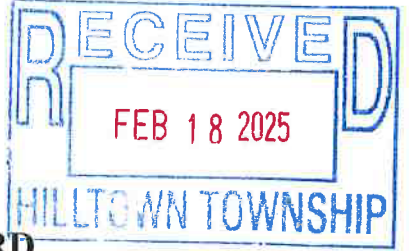
**Summary:** Applicant requests to erect a new pole barn. Pole barn shall be accessory to an existing single-family dwelling. The proposed pole barn shall have a side yard setback of 10 ft; whereas, a minimum 25 ft side yard setback is required.

**Requested Variance:** ZO §160-23.B(1). Single Family Detached.

**cc:** File



**HILLTOWN TOWNSHIP**  
 13 West Creamery Road  
 P.O. Box 260  
 Hilltown, PA 18927  
 (215) 453-6000 Fax: (215) 453-1024  
 www.hilltown.org



**APPEAL TO ZONING HEARING BOARD**  
**HILLTOWN TOWNSHIP**

*Please note: It is **required** that all applicants make an application for a Subdivision/Land Development and/or apply for a **Zoning Permit** and receive a **review** from the Township prior to submitting an application to the Zoning Hearing Board.*

<b>TOWNSHIP USE:</b>	
Appeal #:	<u>2025-002</u>
Date Filed:	<u>2-18-25</u>
Received By:	<u>JL</u>

**PLEASE COMPLETE ALL SECTIONS OF THE APPLICATION**



**PLEASE ATTACH ALL REQUESTED DOCUMENTATION. FAILURE TO COMPLETE ALL SECTIONS OR ATTACH ALL REQUESTED DOCUMENTATION MAY RESULT IN A DENIAL OF YOUR APPLICATION. YOUR INITIALS BELOW INDICATE THAT YOU HAVE A COMPLETE UNDERSTANDING OF THE SAME.**

**THE TOWNSHIP WILL NOT ACCEPT APPLICATIONS UNLESS INITIALED BELOW.**

Date: 2/17/25



1. Applicant:

- a. Name: Jason Allebach
- b. Mailing Address: 
- c. Phone Number: 
- d. State whether the Applicant is. (Check one or more if applicable)
  - Owner of Legal Title
  - Owner of Equitable Title
  - Tenant with the Permission of Legal Title

2. Applicant's Attorney: (if any)

- a. Attorney's and Firm Name: \_\_\_\_\_
- b. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
- c. Phone Number: \_\_\_\_\_ Fax No.: \_\_\_\_\_
- d. Email Address: \_\_\_\_\_

250067

HILLTOWN TOWNSHIP  
ZONING AND BUILDING DEPARTMENT

3. Property Information:

a. Present Zoning Use Classification: Rural Residential

b. Tax Parcel Number: 15-029-033-002

c. Location: (with reference to nearby intersections or prominent features):  
on Forest Rd. near intersection  
with Minsi Trail

4. Present Use: Residential

5. Proposed Use:(if different) Residential

6. Classification of Appeal: (Check one or more if applicable)

- A. Request for a Variance (Zoning Ordinance §160-104.A)
- B. Request for Special Exception (Zoning Ordinance §160-104.B)
- C. Interpretation of Law
- D. Appeal from action of the Zoning Officer (Attach all related correspondence)
- E. Other (Please specify)

7. Cite Zoning Ordinance sections applicable to, and summarize, relief request:  
(use separate paper if necessary)

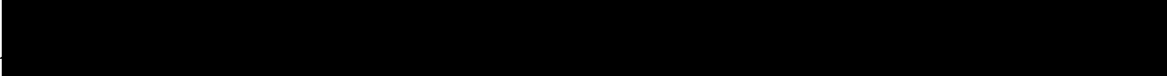
See attached paper

8. Have any previous appeals been filed regarding this property:  Yes  No

a. If yes, please explain: \_\_\_\_\_

b. Prior Appeal Number: \_\_\_\_\_

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

Name: 

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**HILLTOWN TOWNSHIP  
ZONING AND BUILDING DEPARTMENT**

The following need to accompany this application:

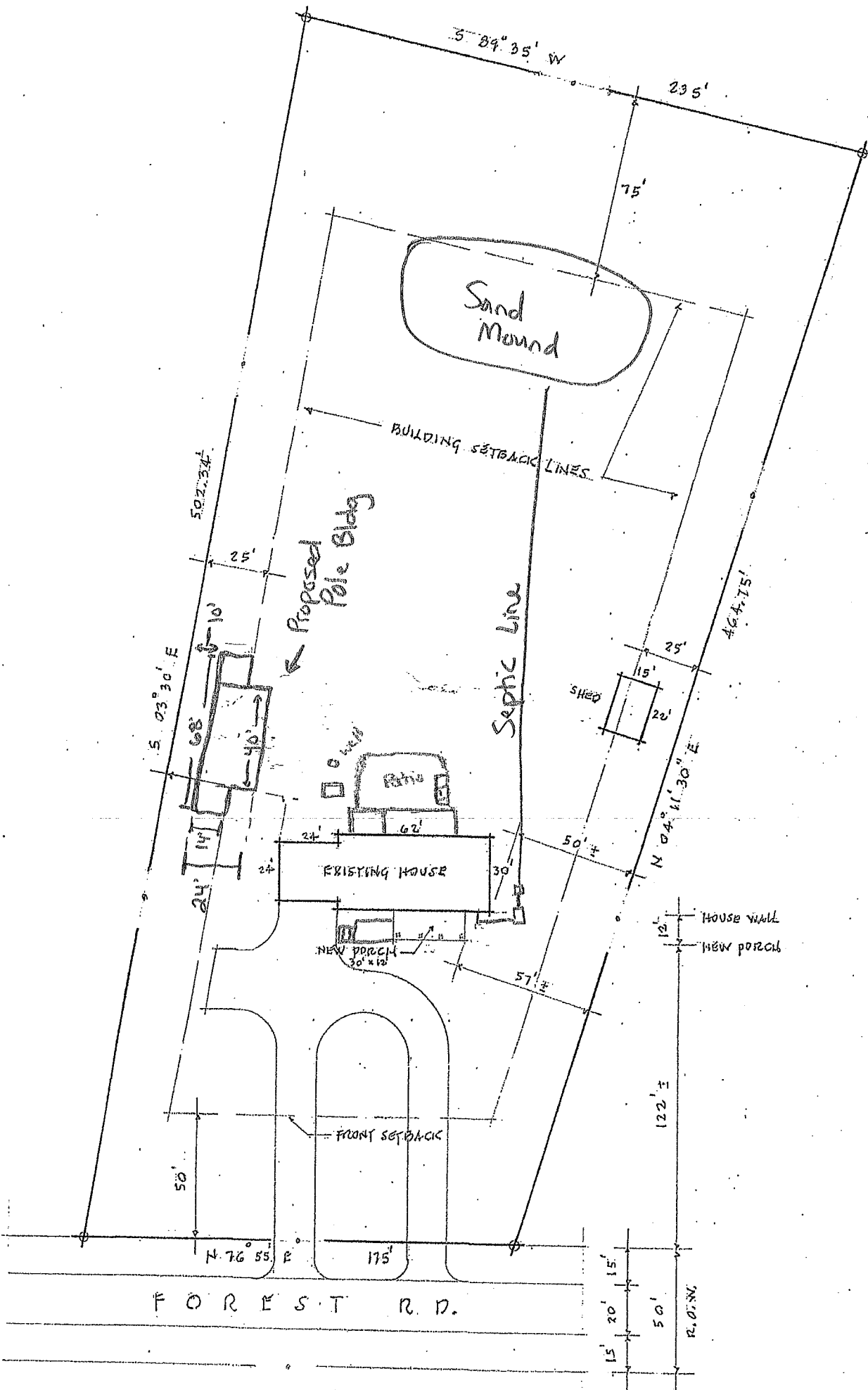
1. Six (6) copies of the application
2. Six (6) copies of the deed (MUST BE ATTACHED TO APPLICATION)
3. Six (6) copies of the plans (MUST BE ATTACHED TO APPLICATION)
  - a. Commercial Properties: plan(s) must be prepared by a professional engineer or surveyor.
  - b. Residential Applications: The Board will accept any plans which are complete and accurate. If the plan(s) are not prepared by a professional engineer or surveyor, the person who prepared the plan must be ready to state under oath, that the plan(s) are complete and accurate. The plan(s) must contain all the information relevant to the Appeal, including but not limited to the following:
    - The related to a street
    - The dimensions and area of the lot
    - The dimensions and location of existing buildings or improvements
    - The dimensions and locations of proposed uses
    - Building(s) or improvements
4. Six (6) copies of any and all information you feel explains or is supportive of your application
5. Six (6) copies of Zoning Permit Review Letter Denial
6. One (1) electronic version (flash drive) of all documents stated 1-5 above including, but not limited to: application, deed, plans, denial letter and any other supportive documentation.
7. The required filing fee, (listed below), is not returnable once the Appeal is accepted.

<u>Application to Zoning Hearing Board</u>	<u>FEE</u>
A. Residential Use	\$1000.00
B. Residential Development (3 or More Lots)	\$1,500.00
C. Non-Residential Use	\$2,000.00
D. Multiple Hearing-Additional Testimony Only	50 % of Original Fee
E. Court Ordered Remand Hearing	50% of Original Fee
F. Legal Non-Profit Corporation	25% of Non-Residential Use Fee

(Section 160-23.B.(1), Hilltown Township Zoning Ordinance) The proposed side yard setback for an accessory residential structure greater than 250 sqft is 10 ft; whereas, a minimum of 25 ft setback is required.

Requesting variance to allow this placement of the proposed structure for the following reasons:

1. To be reasonably close to the driveway since the material stored in the building will need to be loaded and unloaded from my van regularly.
2. One of the lean-to's will be storing firewood, so it needs to be in close proximity to my outdoor wood boiler.
3. Due to the property's long rectangular shape, the proposed building would need to be centered in the backyard to meet setback requirements and avoid the patio and sand mound. This would greatly diminish the function of our backyard for recreation and would also hinder the view of it.





**HILLTOWN TOWNSHIP**

13 West Creamery Road

P.O. Box 260

Hilltown, PA 18927

(215) 453-6000

www.hilltown.org

January 28, 2025

Jason Allebach

RE: [REDACTED] Pole barn

Dear Mr. Allebach,

This letter is to notify you that your permit application for 914 Forest Rd (TMP #15-029-033-002,) located in the Rural Residential (RR) zoning district, has been denied at this time. The permit application has been denied due to the following reason(s).

- (Section 160-23.B.(1), Hilltown Township Zoning Ordinance) The proposed side yard setback for an accessory residential structure greater than 250 sqft is 10 ft; whereas, a minimum of 25 ft setback is required.

You may appeal the decision to the Hilltown Township Zoning Hearing Board (ZHB.) The link to the ZHB application is within the email to which this letter is attached.

If you should have any questions at this time, please feel free to contact me.

Sincerely,

Caitlin M. Mest, EIT, BCO, CFM, CZO  
Hilltown Township Zoning Officer  
cmest@barryisett.com



# **PLANNING REPORT**

**WYNN ASSOCIATES, INC.**  
**MUNICIPAL ENGINEERING SERVICES**

(215) 536-7336 • FAX (215) 536-5361  
211 West Broad Street • Quakertown • PA • 18951

February 18, 2025

Caleb Torrice, Chairperson (via email)  
Jim Groff, Vice Chairperson (via email)  
Joe Metzinger, Supervisor (via email)  
Hilltown Township Board of Supervisors  
13 W. Creamery Road, PO Box 260  
Hilltown, PA 18927

Subject: February 24, 2025 Board of Supervisors Meeting  
Planning/Engineering Agenda Items  
File No. 03-000

Dear Supervisors,

The following item is included under the **Planning portion** of your agenda:

**Weidner Tract Subdivision** – At their meeting held on February 17, 2025, the Township Planning Commission recommended preliminary approval of the plan to subdivide two parcels within the RR and CR-2 Zoning Districts into 17 single family detached dwelling lots, conditioned upon completion of items contained within engineering review correspondence dated January 24, 2025 (copy enclosed), with the following items noted:

- With respect to Item 2, the Planning Commission recommended approval of the requested waivers, subject to the conditions outlined in the engineering review. A cost estimate for street improvements has not been received to date, so consideration of the amount of capital contribution should be deferred until the time of final plan review.
- With respect to Item 5.A, the Planning Commission felt that the “Reserved ROW” between Lots 15 and 16 should remain, if for no other reason than to provide a means of emergency access between the private roadway and a potential future development of TMP #15-11-77.
- With respect to Item 6, the applicant agreed to revise the plan to reroute the storm sewer discharge from the basin through the site to the storm sewer system along Seven Corner Road, rather than utilizing the undocumented drainage easement within TMP #12-13-21-2.
- The applicant advised that further discussions will be held with HTWSA, East Rockhill Township, and Perkasie Regional Authority to finalize the proposed water/sewer service to the site, prior to returning to the Township for final plan approval.
- All items in the review letter are “will comply”, as represented by the applicant’s consultants.

The following items are included under the Engineering portion of your agenda:

1. **2025 Road Maintenance Projects – Authorization to Advertise for Bids** – Our office is working with the Department of Public Works to prepare bid documents and project specifications for installation of Asphalt Seal Coat with Fog Seal (approximately 14,571 square yards) and installation of Asphalt Seal Coat with Slurry Seal (approximately 42,890 square yards) on various Township roads. If a motion to authorize the project to be advertised for bid is approved, bids will be solicited via PennBid, for tentative award in April 2025.

**Hilltown Township Board of Supervisors**

**Subject: February 24, 2025 Board of Supervisors Agenda**

**February 18, 2025**

**Page 2**

2. **MS4 – Stormwater Management Update** – I will provide the Board and attending public with an update of the Township's efforts to comply with requirements of the MS4 program administered by PADEP. Included in my presentation are the following points:
- Regulated outfall (discharge locations to surface waters of the Commonwealth) monitoring was completed in 2024, and is not required to be completed again for another five years, per PADEP.
  - In accordance with the approved Pollution Reduction Plan (PRP), our office continues to work with PADEP to determine the viability of certain projects involving streambank stabilization on various Township owned parcels. Once feedback on preliminary design plans is received from PADEP, this office will work with Township administrative staff on planning and implementing PRP projects to satisfy the requirements of PADEP.
  - Our office maintains a compliance binder for documentation purposes, which contains all requirements of the NPDES permit in the event of a PADEP audit.
  - Public works training on stormwater related topics was completed in January 2025 for this reporting cycle.
  - An application for renewal of the Township's NPDES Permit must be completed in 2024. A renewed NPDES permit was issued by PADEP, which will now expire on July 31, 2029.
  - Our office must file the annual MS4 Report with PADEP by the end of September 2025.
  - After my presentation, it is requested that the Board solicit public comment from anyone in attendance to allow the public the opportunity to provide input regarding stormwater management. (Solicitation of public comment is a requirement of PADEP).

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

Very truly yours,



Timothy Fulmer, P.E.  
Township Engineer

TAF  
Enclosure

cc: Deanna Ferry, Township Manager (via email)  
Marianne Egan, Assistant Secretary/Treasurer (via email)  
Theresa Spehar, Township Administrative Assistant (via email)  
Vickie Reinecker, Township Administrative Assistant (via email)  
Janelle Lear, Township Administrative Assistant (via email)  
Jack Wuerstle, Esq. (via email)

**WYNN ASSOCIATES, INC.**  
**MUNICIPAL ENGINEERING SERVICES**

(215) 536-7336 • FAX (215) 536-5361  
211 West Broad Street • Quakertown • PA • 18951

January 24, 2025

Jon Apple, Chairperson (via email)  
Hilltown Township Planning Commission  
P.O. Box 260  
13 W. Creamery Road  
Hilltown, PA 18927

Subject: Weidner Tract Subdivision Preliminary Plan  
Seven Corner Road/South Perkasia Road  
TMP #15-11-76 & #15-11-78-2  
File No. 01-626

Dear Planning Commission Members,

The following comments and/or recommendations are made with respect to the subject revised preliminary subdivision plan, sheets 1 thru 32, dated December 18, 2020, last revised November 23, 2024, prepared by Woodrow & Associates, Inc., which was received by the Township on January 13, 2025:

1. Various versions of the preliminary plan application were previously reviewed by this office within correspondence dated January 20, 2021, July 22, 2021, and December 10, 2021 (long cul-de-sac road layout plan); and May 31, 2022, July 31, 2023, and May 31, 2024 (thru road layout plan). At their meeting held on July 22, 2024, the Board of Supervisors discussed the alternative road designs with the applicant, and the consensus of the Board was to endorse the concept of a long cul-de-sac road in lieu of a thru road (between Seven Corner Road and South Perkasia Road), with the condition that the new cul-de-sac road would be privately owned and maintained by a Community Homeowner's Association, and the road be constructed of sufficient width to facilitate emergency access. As a segment of road nearest to Seven Corner Road is within East Rockhill Township, this arrangement must also be approved by East Rockhill Township. Layout shown on the current plan reflects a +/-1,650 LF long cul-de-sac road having a curbed 32 feet wide cartway; and Note 15 on sheet 2 notes that, as requested by Hilltown Township Board of Supervisors, the proposed road will be privately owned and maintained by a Community Homeowner's Association.
2. Correspondence dated December 11, 2024 (copy enclosed) was submitted by Woodrow & Associates on behalf of the applicant, which requests waivers of the following Ordinance requirements:
  - A. SLDO Section 140-30.C, which limits the length of cul-de-sac streets to a maximum of 500 feet, or access to 12 dwelling units or less, whichever is more restrictive. Relief is requested to permit the proposed cul-de-sac street to have a length of 1,650 feet (measured from the intersection with Seven Corner Road to the cul-de-sac turnaround) and to provide access for 16 lots in Hilltown Township. Request notes that due to the extreme steep slope areas nearest to South Perkasia Road, construction of a thru street is not feasible. As noted in Comment #1 above, the Board of Supervisors endorsed the concept of a long cul-de-sac road provided the road is privately owned and maintained by a Community Homeowner's Association, and is constructed of sufficient width to facilitate emergency access.
  - B. SLDO Section 140-27.B(1), which limits block length to 1,600 feet or less. Waiver is requested to permit the block length of the internal street to be 1,650 feet. Request notes that the additional 50 feet of road is a minor modification to the Ordinance requirement that creates a more desirable lot configuration. Provided that street design and ownership is acceptable to the Township, this office has no objection to the applicant's request.

- C. SLDO Section 140-28.M, which prohibits proposed roads from crossing municipal boundaries. Relief is requested to permit the proposed road to cross the municipal boundary between Hilltown and East Rockhill Townships. The proposed ownership and maintenance responsibilities for the road are consistent with direction given by the Hilltown Township Board of Supervisors; and should also be addressed to the satisfaction of East Rockhill Township.
  - D. SLDO Sections 140-28.P, 140-29.D(1), 140-35, and 140-36, which require drainage improvements, cartway reconstruction/overlay, cartway widening, curb and sidewalk along existing streets within the frontage of the site. Waiver is requested to relieve the applicant from constructing required street improvements along South Perkasio Road within the frontage of Lot 11 (containing the existing dwelling). If the Township agrees to waive any/all street improvement requirements along South Perkasio Road within the frontage of the site, Township should accept a capital contribution in lieu of waived improvements from the applicant, which is based upon the estimated cost of waived improvements. In the alternate, plan should be revised to propose construction of all required improvements along South Perkasio Road within the frontage of the site.
  - E. SLDO Section 140-38, which requires that design of stormwater management facilities must be based on the maximum permitted site and individual lot impervious surface area (15%) for all major residential subdivisions where the smallest lot is less than three acres. Relief is requested to design stormwater management facilities for less than the maximum lot impervious surface area on Lots 11 and 12. (Lot 11 contains the existing dwelling, which does not drain to the proposed stormwater management facilities; and Lot 12 assumes a total impervious cover of 8,000 SF, which accounts for the proposed improvements shown on the subdivision plan, plus an additional 3,000+ SF of future impervious cover on the lots without additional stormwater controls). If a waiver is granted, approval should be conditioned upon the residential disclosure statement for Lots 11 and 12 specifying the limitations for future impervious surface, and the possibility that additional stormwater controls may be required on these lots if future impervious surface area exceeds the limitations specified on the approved subdivision plan.
  - F. SMO Section 134-19.J.4.c, which requires internal basin side slopes to be a maximum of 4 horizontal to 1 vertical. Waiver is requested to permit internal basin side slopes to have a maximum slope of 3 horizontal to 1 vertical, in order to enable preservation of more of the wooded area. Provided that basin side slopes are planted with low maintenance groundcover that does not require routine mowing, this office has no objection to the applicant's request.
3. Tabulation of natural resources on sheet 2 indicates that the site contains woodlands and steep slopes, which require protection in accordance with Section 160-28 of the Zoning Ordinance. A Wetland Report, dated March 2020 from John F. Szczepanski, PhD of Nova Consultants, LTD, indicates that no wetlands/regulated waters were determined to exist within the site. Plan information indicates that the limits of disturbance of natural resources are within the allowable limits set forth in Section 160-28 of the Zoning Ordinance. Environmental Performance Standards table on sheet 2 should be revised to eliminate the "V" designations next to the tabulations of forest and steep slope disturbance, as variance approval is not applicable to the current site layout.
4. A Homeowner's Association (HOA) is proposed to maintain the stormwater management facilities (pursuant to Note 12 on sheet 2), and the internal road (pursuant to Note 15 on sheet 2). HOA Charter and Bylaws should be submitted to the Township for review by the Township Solicitor; and a Declaration should be prepared to outline ownership and maintenance requirements for common improvements.

5. Internal street is designed having a 32 feet wide cartway (with curb) contained within a 56 feet wide right of way. A 40 feet radius cul-de-sac turnaround (with curb) is proposed at the terminus of the road. Sidewalk is proposed along both sides of the roadway. The following street design issues should be addressed:
  - A. Plan identifies a “Reserved ROW” between Lots 15 and 16, to permit future street construction within TMP #15-11-77 to the east of the site in the event the adjoining parcel is ever proposed for development. In the event that the internal road network will be privately owned, Township should reconsider whether a future “reserved ROW” is desirable to adjacent parcel.
  - B. A group mailbox location is proposed along the frontage of Lot 19. Plan should be reviewed by the servicing postmaster to confirm that group mailbox location/design complies with USPS requirements.
  - C. A snow storage easement is proposed around the perimeter of the cul-de-sac turnaround as required by Section 140-30.F of the Subdivision Ordinance. A legal description for the snow storage easement, containing original seal and signature by the responsible surveyor, should be submitted for review, and preparation of easement documents by the Township Solicitor. Easement documents should be executed by the property owner in a manner satisfactory to the Township, prior to plan recordation.
  - D. Plan identifies that the applicant proposes the road name of “Fox Trail Court” for consideration. Proposed name should be reviewed by Township emergency services and servicing postmaster, to verify that same does not duplicate, or otherwise conflict with, existing street names in the Township and postal service area. Street name is subject to review and approval of the Board of Supervisors. (SLDO Section 140-28.L)
6. A “Post-Construction Stormwater Management Report”, dated June 2021, last revised November 2024, prepared by Woodrow & Associates, was submitted with the revised preliminary plan. Site is located within the East Branch Perkiomen Creek Watershed, which requires compliance with peak rate control, water quality volume, and groundwater recharge volume requirements of the Stormwater Management Ordinance (Ordinance 2011-2) adopted pursuant to Act 167. Plan identifies a stormwater management basin contained within a proposed drainage easement at the rear of Lots 18 and 19, which is designed to manage increased runoff from the Hilltown Township area of the site.

Ownership/maintenance for the proposed stormwater management facilities is identified to be the responsibility of a community Homeowners’ Association (HOA), per Note 12 on sheet 2. A Stormwater Facilities Maintenance and Monitoring Agreement, prepared by the Township Solicitor, should be executed by the property owner to ensure that the basin remains a perpetual part of the site, is maintained pursuant to requirements of the approved stormwater plan, and which permits the Township to access the site to ensure that the basin is being maintained accordingly. Additionally, the proposed easement encompassing the stormwater management facility, as well as all other drainage/storm sewer easements shown on the plan, should be established in a manner satisfactory to the Township. Legal descriptions for proposed storm sewer/drainage easements, signed and sealed by the responsible surveyor, should be submitted to the Township for review and preparation of easement documents by the Township Solicitor. Easement documents should be executed by the property owner in a manner satisfactory to the Township, prior to plan recordation.

Discharge from the proposed stormwater management basin at the rear of Lots 18 and 19 is proposed to be piped through an existing drainage easement on TMP #12-13-21-2, which was shown on a prior subdivision plan from the mid-1980s. Although this office supports the concept of piping runoff through the easement area for connection to storm sewer proposed along Seven Corner Road in East Rockhill Township, documentation clarifying the terms of the original drainage easement (ownership, maintenance, purpose, restrictions) should be provided to the Township for review, to ensure that discharge from the basin is permitted to be piped as shown on the plan; and clarification of access/ownership/maintenance

responsibilities can be verified. If an easement document is not determined to exist (or does not permit the pipe and/or clarify the ownership/access/maintenance responsibilities of the easement), the applicant should obtain authorization from the impacted property owner to clarify these provisions to the satisfaction of the Township and Township Solicitor.

Additional comments pertaining to stormwater facility design are included in the engineering/drafting detail portion of this review.

7. Written verification of approval for proposed erosion and sediment control measures to be implemented during construction activity should be received from the Bucks County Conservation District. As earth disturbance will exceed one acre, verification of receipt of an NPDES permit from PADEP must be submitted to the Township, prior to plan recordation. (SLDO Section 140-40)
8. General Plan Note #8 on sheet 2 states that the project will be served by public water facilities provided by Hilltown Township Water and Sewer Authority (HTWSA) and Perkasio Regional Authority (PRA). Lots within Hilltown Township are proposed to be served by extension of a public water main to be installed between South Perkasio Road and the internal road via a utility easement across Lots 10 and 11. Plan should be reviewed by HTWSA to verify willingness and ability to serve the project, and that the design of public water facilities complies with applicable Authority standards. Plan should also be reviewed by the servicing fire company (Perkasio Station 26) relative to site access, hydrant locations, and other fire-fighting concerns. (SLDO Section 140-41)
9. General Plan Note #8 on sheet 2 states that the project will be served by public sanitary sewer provided by East Rockhill Township and Hilltown Township Water and Sewer Authority (HTWSA). The lots within Hilltown Township are proposed to be served by a low pressure force main to be installed between South Perkasio Road and the internal road via a utility easement across Lots 10 and 11. Plan should be reviewed by HTWSA to verify that adequate capacity exists for collection/conveyance/treatment of effluent generated by the project; and that the design of public sewer facilities complies with applicable standards of HTWSA.

A Sewage Facilities Planning Module was not submitted with the preliminary plan for review. Sewage Facilities Planning Module must be submitted for review and execution by the servicing entities and Township; and must receive approval from PADEP, unless waived by PADEP. (SLDO Sections 140-21 & 140-42)

10. The ultimate right of way of South Perkasio Road should be offered for dedication to the Township by note on the record plan as required by Section 140-29.B(1) of the Subdivision Ordinance, which should be accepted as an easement. A legal description for the ultimate right of way area, signed and sealed by the responsible surveyor, should be submitted for review and preparation of easement documents by the Township Solicitor. Easement documents should be executed by the property owner prior to plan recordation.
11. All lot, right of way, and property outboundary corners (where existing monumentation was not found during field survey) must be set with premanufactured concrete monuments. Monuments must be installed and certified in writing by the responsible surveyor prior to plan recordation, unless installation of same is guaranteed via a Development/Financial Security Agreement. (SLDO Section 140-44)
12. A Landscape and Lighting plan (sheets 11 thru 15) was submitted, which identifies required street trees/front yard landscaping, basin landscaping, replacement trees, and side yard buffer plantings (Lots 15 & 16). The following items should be addressed:
  - A. Replacement trees are required pursuant to Section 140-37.G. Sheet 3 contains a Tree Inventory and symbols that indicate tree removal. As discussed at your meeting held on February 15, 2021, consideration should be given to installing replacement trees along the outboundary of the site, where

the development abuts existing residential parcels, to supplement existing vegetation to remain and to fill in gaps in the existing tree rows. Tree Inventory notes that 145 replacement trees are required to be installed within Hilltown Township, which will be installed "at the owner's discretion" - and specifies 9 trees per lot, with one lot having 10 trees. Township should determine if tree replacement proposal is acceptable.

- B. If the "Reserved ROW" between Lots 15 and 16 will remain, corner lot buffer yard easements on Lots 15 and 16 are proposed and are described by metes and bounds information on the record plan. Legal descriptions for the required buffer yard easements, containing original seal and signature by the responsible surveyor, should be submitted for review and preparation of easement documents by the Township Solicitor. Easement documents should be executed by the property owner in a manner satisfactory to the Township, prior to plan recordation.
  - C. Three streetlights (16 feet high) are proposed (at the site intersection, midway along the internal road within the frontage of Lot 16, and in the cul-de-sac turnaround area). Additionally, individual driveway lampposts will be installed on each lot as required by Section 140-48.H of the Subdivision Ordinance. All lighting is subject to approval by PPL.
- 13. All residential subdivisions are required to provide land for dedication suitable for park and/or recreation use, unless the applicant and Township agree to a capital contribution in-lieu-of recreation land dedication, as outlined in Sections 140-60 and 140-63 of the Subdivision Ordinance. If provision of recreation land is not required, Township should accept a capital contribution in the amount of \$2,685.00 per lot pursuant to the Township Fee Schedule.
  - 14. Draft disclosure statements prepared in accordance with Chapter 120 of the Township Code of Ordinances should be submitted to the Township for review, relative to notice of prospective lot owners of information related to the development.
  - 15. Development/Financial Security Agreement should be executed between the applicant and Township, to guarantee installation of required improvements. An Opinion of Cost, prepared by a licensed professional engineer, should be submitted to the Township for review to determine the amount of financial security that must be established in favor of the Township to ensure completion of required improvements. (SLDO Section 140-55)
  - 16. The following engineering/drafting detail items should be satisfactorily addressed:
    - A. Proposed horizontal separation between storm sewer and other utilities is less than 10 feet along some areas of the proposed road, in non-compliance with Section 140-38.C.2.(r) of the Subdivision Ordinance. Storm sewer/utility layout should be revised to provide the required minimum setback.
    - B. Inlet drainage area subwatershed plan, which identifies the drainage area tributary to each storm sewer inlet, should be submitted to confirm the inlet drainage areas assumed in the stormwater management calculations.
    - C. PCSM report narrative should be revised to address the water quality and groundwater recharge ordinance requirements and compliance with the same. (Section D.f is missing from the Post-Construction Stormwater Management Report).
    - D. Emergency spillway for the sediment basin is indicated to be constructed at elevation 371.00, which is higher than the elevation for the permanent stormwater basin (370.50). Designer should clarify if this is intentional. It is recommended that the emergency spillway (which must be lined with concrete checkerblock) be designed for consistency between the sediment basin and permanent stormwater basin configurations, so that basin berm does not have to be altered at the time of basin conversion.



**RECOMMENDATION:**

Plan should not be approved until the above items are resolved in a manner satisfactory to the Township.

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

Very Truly Yours,



Timothy Fulmer, P.E.  
Township Engineer

TAF

Enclosure

cc: David Bartholomew, Jr., Vice Chairperson, Planning Commission (via email)  
Eric Nogami, Secretary, Planning Commission (via email)  
Robert Sichelstiel, Member, Planning Commission (via email)  
Carol Pierce, Member, Planning Commission (via email)  
Caleb Torrice, Chairperson, Board of Supervisors (via email)  
James Groff, Vice Chairperson, Board of Supervisors (via email)  
Joe Metzinger, Supervisor, Board of Supervisors (via email)  
Deanna Ferry, Township Manager (via email)  
Marianne Egan, Assistant Secretary/Treasurer (via email)  
Vickie Reinecker, Township Administrative Assistant (via email)  
Theresa Spehar, Township Administrative Assistant (via email)  
Jack Wuerstle, Esq. (via email)  
General Hancock Part Ent LP (via email)  
Gregg I. Adelman, Esq., Kaplin Stewart (via email)  
Woodrow & Associates, Inc. (via email)  
HTWSA (via email)  
Marianne Morano, East Rockhill Township Manager (via email)

# **ENGINEERING REPORT**

**WYNN ASSOCIATES, INC.**  
**MUNICIPAL ENGINEERING SERVICES**

(215) 536-7336 • FAX (215) 536-5361  
211 West Broad Street • Quakertown • PA • 18951

February 18, 2025

Caleb Torrice, Chairperson (via email)  
Jim Groff, Vice Chairperson (via email)  
Joe Metzinger, Supervisor (via email)  
Hilltown Township Board of Supervisors  
13 W. Creamery Road, PO Box 260  
Hilltown, PA 18927

Subject: February 24, 2025 Board of Supervisors Meeting  
Planning/Engineering Agenda Items  
File No. 03-000

Dear Supervisors,

The following item is included under the Planning portion of your agenda:

**Weidner Tract Subdivision** – At their meeting held on February 17, 2025, the Township Planning Commission recommended preliminary approval of the plan to subdivide two parcels within the RR and CR-2 Zoning Districts into 17 single family detached dwelling lots, conditioned upon completion of items contained within engineering review correspondence dated January 24, 2025 (copy enclosed), with the following items noted:

- With respect to Item 2, the Planning Commission recommended approval of the requested waivers, subject to the conditions outlined in the engineering review. A cost estimate for street improvements has not been received to date, so consideration of the amount of capital contribution should be deferred until the time of final plan review.
- With respect to Item 5.A, the Planning Commission felt that the “Reserved ROW” between Lots 15 and 16 should remain, if for no other reason than to provide a means of emergency access between the private roadway and a potential future development of TMP #15-11-77.
- With respect to Item 6, the applicant agreed to revise the plan to reroute the storm sewer discharge from the basin through the site to the storm sewer system along Seven Corner Road, rather than utilizing the undocumented drainage easement within TMP #12-13-21-2.
- The applicant advised that further discussions will be held with HTWSA, East Rockhill Township, and Perkasie Regional Authority to finalize the proposed water/sewer service to the site, prior to returning to the Township for final plan approval.
- All items in the review letter are “will comply”, as represented by the applicant’s consultants.

The following items are included under the **Engineering portion** of your agenda:

1. **2025 Road Maintenance Projects – Authorization to Advertise for Bids** – Our office is working with the Department of Public Works to prepare bid documents and project specifications for installation of Asphalt Seal Coat with Fog Seal (approximately 14,571 square yards) and installation of Asphalt Seal Coat with Slurry Seal (approximately 42,890 square yards) on various Township roads. If a motion to authorize the project to be advertised for bid is approved, bids will be solicited via PennBid, for tentative award in April 2025.

**Hilltown Township Board of Supervisors**

**Subject: February 24, 2025 Board of Supervisors Agenda**

**February 18, 2025**

**Page 2**

2. **MS4 – Stormwater Management Update** – I will provide the Board and attending public with an update of the Township's efforts to comply with requirements of the MS4 program administered by PADEP. Included in my presentation are the following points:
- Regulated outfall (discharge locations to surface waters of the Commonwealth) monitoring was completed in 2024, and is not required to be completed again for another five years, per PADEP.
  - In accordance with the approved Pollution Reduction Plan (PRP), our office continues to work with PADEP to determine the viability of certain projects involving streambank stabilization on various Township owned parcels. Once feedback on preliminary design plans is received from PADEP, this office will work with Township administrative staff on planning and implementing PRP projects to satisfy the requirements of PADEP.
  - Our office maintains a compliance binder for documentation purposes, which contains all requirements of the NPDES permit in the event of a PADEP audit.
  - Public works training on stormwater related topics was completed in January 2025 for this reporting cycle.
  - An application for renewal of the Township's NPDES Permit must be completed in 2024. A renewed NPDES permit was issued by PADEP, which will now expire on July 31, 2029.
  - Our office must file the annual MS4 Report with PADEP by the end of September 2025.
  - After my presentation, it is requested that the Board solicit public comment from anyone in attendance to allow the public the opportunity to provide input regarding stormwater management. (Solicitation of public comment is a requirement of PADEP).

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

Very truly yours,



Timothy Fulmer, P.E.  
Township Engineer

TAF  
Enclosure

cc: Deanna Ferry, Township Manager (via email)  
Marianne Egan, Assistant Secretary/Treasurer (via email)  
Theresa Spehar, Township Administrative Assistant (via email)  
Vickie Reinecker, Township Administrative Assistant (via email)  
Janelle Lear, Township Administrative Assistant (via email)  
Jack Wuerstle, Esq. (via email)

**UNFINISHED  
BUSINESS**

A top-down view of a wooden desk. In the top left is a small potted plant with green grass-like leaves. To its right is a white computer keyboard. In the center are two black binder clips. In the bottom right is a white coffee cup filled with dark coffee on a saucer. In the bottom center is a black spiral-bound notebook with a pen resting on it. The text is overlaid on a white rectangular area on the left side of the desk.

# Hilltown Township 2024 Audit Result Updates

2025Q1



# Recommendations Action Plan

1. Establish an audit committee to oversee the audit process and hiring of a qualified auditor
2. Develop formal, written financial policies in compliance with the Second Class Township Code to guide decision making
3. Review all bank accounts and balances.
4. Create a multi-year capital plan for infrastructure to ensure funds are adequate.
5. Prepare a formal investment policy to ensure public funds are managed prudently and in accordance with SCTC
6. Provide monthly financial reports and bank statements for all funds to the BOS
7. Meet to address the excess reserve balance as soon as possible, and discuss the impact on the 2025 budget taxes
8. Transfers must have a resolution
9. Send a letter to all vendors requesting them to complete a W-9, which can be electronically done, and issue 1099's as appropriate
10. Join GFOA and PSATS



# Regional Fire & Emergency Services

Smart Strategies for Keeping Communities Safe



Phoenixville, PA

## Emergency Services in PA

In 2018, the Senate released the [Senate Resolution 6 Commission report](#) as a guide to improve Pennsylvania's Fire & Emergency Medical Services (EMS) systems. The report gives an overview of emergency services in the state and includes 27 recommendations developed by six subcommittee chairs who recognized the crisis in these services. It also offers tools like a Fire/EMS Service Delivery Chart to help communities identify their emergency providers and a Standard of Service Matrix to determine acceptable levels of service in Pennsylvania.

Through voluntary mergers and consolidations, fire departments and emergency medical service providers may become more sustainable.

## Regional Fire and Emergency Services

The Governor's Center for Local Government Services provides a full range of vital programs, training, and services to municipal governments to resolve problems at the local level.

The Governor's Center for Local Government Services also offers technical and financial assistance to support regionalization efforts, and continually recognizes successful ventures to encourage more fire departments and emergency medical service providers to consider regionalization.

For more information about regional fire and emergency services, visit [dced.pa.gov/fire](https://dced.pa.gov/fire).



# Regional Fire & Emergency Services

## Regional Contacts & Resources

### Recommendations for Municipalities Regarding Fire Services

1. Create an Emergency Services Committee, comprising municipal staff and emergency services staff.
2. Plan budgets in one, five, and ten-year increments in cooperation with fire company expectations.
3. Pay fire company invoices as allocated in the municipal budget without handing over cash to company.
4. Consider the overall needs and level of service of the municipality, surrounding municipalities, and county emergency planning staff.
5. Assist fire departments with securing external bookkeeping/accounting support for financial management, including annual tax preparation.
6. Require fire departments to conduct annual and recruit physical examinations.
7. Conduct annual criminal background/drivers' license checks on all firefighters and new recruits.
8. Require that all new recruits and firefighters pass an annual fitness/agility test.
9. Contact the Center with questions.
10. Submit a Letter of Intent to the Center (if needed) to request a study.



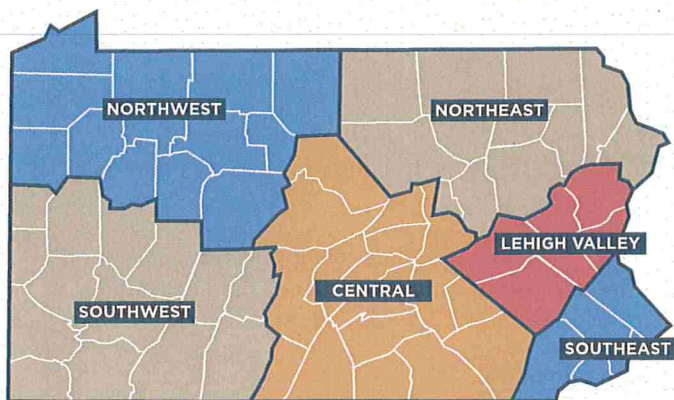
### Fire Studies Offered

- Emergency Services Evaluation
- Fire Services Management
- Fire Apparatus and Equipment
- Merger Feasibility
- Consolidation Feasibility
- Regional Feasibility

Emergency service comes in a variety of forms, from a simple intergovernmental agreement like mutual aid to a complex merger. Other forms of service may include automatic aid agreements or functional, partial, and operational consolidations.

### Regional Contacts & Resources

The Department of Community & Economic Development's regional offices are the first point of contact for municipalities regarding economic development programs. Our department provides technical assistance to local and regional agencies relating to planning, implementation, funding opportunities, grant applications, and project management. We are invested in enhancing the quality of life for all Pennsylvanians through the revitalization of our cities and boroughs. [Contact an office near you to get started.](#)



### Governor's Center for Local Government Services

Commonwealth Keystone Building  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225

Tel: 1.888.223.6837

Email: [ra-dcedclgs@pa.gov](mailto:ra-dcedclgs@pa.gov)

#### Northwest

100 State Street, Suite 205  
Erie, PA 16507

814.871.4241

#### Southwest

301 5th Avenue, Suite 250  
Pittsburgh, PA 15222

412.565.5199

#### Central

400 North Street, 4th Floor  
Commonwealth Keystone Bldg.  
Harrisburg, PA 17120-0225

888.223.6837

#### Southeast

1650 Arch Street, Suite 2500  
Philadelphia, PA 19103

215.560.5830

#### Lehigh Valley

400 North Street, 4th Floor  
Commonwealth Keystone Bldg.  
Harrisburg, PA 17120-0225

717.877.8481

#### Northeast

2 North Main Street  
Pittston, PA 18640

570.963.4571



## LETTER OF INTENT

This Letter of Intent is submitted to the Governor's Center for Local Government Services to request technical assistance. By submitting this request, the municipality agrees to cooperate with the Center.

The governing body must approve this request for assistance by motion prior to submission. No resolution is required.

Complete and return the form either by mail or email to [ra-dcedclgs@pa.gov](mailto:ra-dcedclgs@pa.gov). Center personnel will evaluate the request to determine the level of assistance. The contact person designated below will receive all future information regarding this request.

### PLEASE COMPLETE THE FOLLOWING

**1. TYPE OF TECHNICAL ASSISTANCE BEING REQUESTED:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Police Regionalization           | <input type="checkbox"/> Council of Governments/<br>Intergovernmental Cooperation | <input type="checkbox"/> Public Works             |
| <input type="checkbox"/> Police Management                | <input type="checkbox"/> Land Use Planning  | <input type="checkbox"/> Administrative/Secretary |
| <input type="checkbox"/> Fire Regionalization             | <input type="checkbox"/> Uniform Construction Code                                | <input type="checkbox"/> Home Rule                |
| <input checked="" type="checkbox"/> Fire Services         | <input type="checkbox"/> Finance  | <input type="checkbox"/> Boundary Change          |
| <input type="checkbox"/> Emergency Medical Services (EMS) |   | <input type="checkbox"/> Other: _____             |

**2. ARE YOU CURRENTLY A PART OF ANY INTERGOVERNMENTAL AGREEMENT?**

- Yes  No  
 If yes, describe briefly:

**3. DESCRIPTION OF PROJECT:**

We are looking to have an evaluation done on the Fire Departments that serve our Township in order to determine if consolidation would be beneficial. We had a similar evaluation completed in 2009, however that data is no longer relevant.

**CHIEF ELECTED OFFICIAL (PRINT)**

Municipality: Hilltown Township Federal ID#: 23-6000360  
 County: Bucks  
 Name: Caleb Torrice Title: Chairman  
 Municipal Address: 13 West Creamery Road, PO Box 260  
Hilltown, PA 18927  
 Signature: \_\_\_\_\_ Date: 2/14/25

**CONTACT PERSON**

Name: Deanna Ferry Title: Township Manager  
 Address: 13 West Creamery Road, PO Box 260  
Hilltown, PA 18927  
 Phone: 215-453-6000, x212  
 E-mail: dferry@hilltown.org

### SIGNATURE AND VERIFICATION

I hereby certify that the governing body, at a public meeting held on \_\_\_\_\_, has approved this Letter of Intent.

 \_\_\_\_\_  
 Attest (Secretary)

 \_\_\_\_\_  
 Date

## PEER ASSISTANCE PROGRAM

The Peer Assistance Program is designed to make local governments more efficient and effective in the use of their resources to serve the needs of residents and taxpayers. The purpose of the Program is to provide technical assistance to local government officials to improve operations and the municipal service delivery system.

The Peer Assistance Program provides direct, hands-on technical assistance on a one-on-one basis. Persons with practical experience and a working knowledge in the areas of municipal and financial management and administration, public works, police, fire, emergency medical services, general government, and intergovernmental cooperation, who have demonstrated superior management and administrative skills, are selected to serve as Peer Consultants.

After a review of the operation is complete, a written report is prepared and presented to the municipal officials. The peer report provides a review and evaluation of the municipal operation or a comprehensive management study of operations, including recommendations, in areas such as financial management, police, fire, emergency medical services, and public works. In addition, a study may look at the feasibility of consolidating or regionalizing police, fire, emergency medical services, and public works, or other municipal operations or the consolidation or merger of municipalities themselves, if it is requested.

A municipality requesting assistance passes a motion at a public meeting approving a "Letter of Intent" and then submits it to the Governor's Center for Local Government Services. Upon approval, a Peer Consultant is then "matched" with a municipality that has requested assistance. Consultants are selected who have a specific area of technical expertise, are far enough away from the community and have no ties to the municipal operation being studied. An initial meeting is held to develop a scope of services between the municipality, the Peer Consultant, and the Governor's Center for Local Government Services is executed. The scope of services outlines the nature and type of technical assistance provided by the Center and Peer Consultant at no cost to the municipality.

The Peer Consultant begins the assistance effort by requesting, collecting, and analyzing data, by providing hands-on technical expertise, conducting on-site interviews with officials, and reviewing operating policies and procedures, and then making recommendations to improve operations and service delivery. Also, the Peer Consultant serves as a source of advice and information while the project is ongoing and is available for follow-up assistance in the implementation process.

Once the Peer Consultant completes the technical assistance effort or management study, a report is prepared, and a meeting is held with the Peer Consultant, Governor's Center for Local Government Services, and the municipal officials to have it presented and discussed.

**NEW  
BUSINESS**



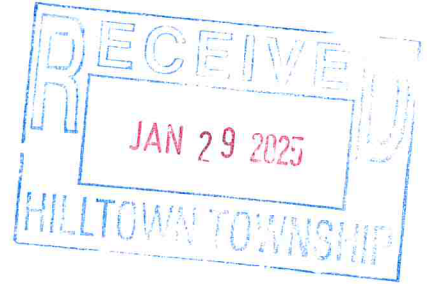
# Castle Valley Consultants, Inc.

Engineers • Planners • Design Professionals

January 28, 2025

Via Email

Hilltown Township  
13 West Creamery Road  
P.O. Box 260  
Hilltown, PA 18927



To Whom It May Concern:

This municipal notice is to inform you that on behalf of our client, Hilltown Township Water and Sewer Authority, Castle Valley Consultants shall submit to the Pennsylvania Department of Environmental Protection (PA DEP) application to renew the existing NPDES Individual Permit (PA0058840) to Discharge Sewage Effluent from Minor Sewage Facilities.:

- Applicant Contact: James Groff
- Project Location: Berry Brow, Treatment Plant, 212 Township Line Road
- Project Description: The existing NPDES permit will expire August 31, 2025. This application for renewal does not request modification to the existing permit.

Under the Commonwealth's Administrative Code (Section 1905-A5), you have 30 days to comment on the proposal. If you have any questions concerning this matter, please contact me at your earliest convenience.

Sincerely,

Gary Weaver, PE  
Senior Project Manager

Enclosure

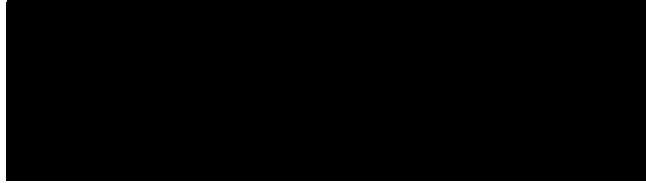
cc: James Groff, Hilltown Township w/o enclosure

**MANAGER'S  
REPORT**

**Deanna Ferry**

---

**From:**  
**Sent:**  
**To:**  
**Subject:**



**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Deanna,

I informed you previously that our organization will be applying for a Keystone Historic Preservation Construction Grant. It has a due date of March 3, 2025. Acceptance or denials will come in June, with the beginning of grant period and grant agreement to be on September 1, 2025. With quarterly reports, the project end date is September 30, 2027. Given these guidelines, our application will be for construction projects to be performed in 2026.

Our Board of Directors discussed our matching responsibility at our last Directors meeting. The smallest amount given for this grant is \$5,000, with a matching \$5,000 from us. This is a hardship, but we will still apply for funding. Thank you for the information about this grant opportunity.

Has there been any further discussion regarding my request to the Township for the cost of our 50<sup>th</sup> anniversary book? We had hoped a previous sale of our vacant lot along Keystone Drive would fund this, however the sale fell through (for the fourth time). We paid \$1,950 to Labelcraft Press in Perkasié.

Any help the Hilltown Historical Society might receive from the local government would be a godsend. We exist to serve, preserve local history, and educate the citizens of the township. All of our events are free to the public, as we depend heavily on the generosity of others.

Sincerely,

Bill Stahl

President, Historical Society of Hilltown Township

**LEASE AGREEMENT FOR  
CIVIC PARK MUNICIPAL TENNIS COURTS**

**Bucks County Tennis Association Inc.  
Langhorne, PA**

**Date: February \_\_, 2025**



THIS LEASE AGREEMENT is made on this \_\_\_\_\_ day of February, 2025, by and between HILLTOWN TOWNSHIP (the "Township"), a Pennsylvania municipal corporation, and BUCKS COUNTY TENNIS ASSOCIATION, INC. ("BCTA"), a Pennsylvania non-profit corporation, which hereby agrees to lease the Township's Municipal Tennis Courts located at Civic Park, located at 1110 Baringer Ave, Perkasio, PA 18944 within the Township of Hilltown, (the "Property") for BCTA athletic use, and, intending to be legally bound, hereby agrees to the following terms and conditions.

1. TERM

The term of this Lease is for ten year, from February \_\_\_\_, 2025 to February \_\_\_\_, 2035, and shall automatically renew for an additional ten year period thereafter, unless terminated pursuant to paragraph 10 hereof.

2. RENT

BCTA agrees to pay as rent for the use of the Property the sum of Twenty Percent (20%) of all registrations, to be paid to Hilltown Township in two installments annually, once in July and once in September, along with the registration list as support for the payment.

3. USE

A. During the term of the Lease, in accordance with an approved schedule for use, BCTA shall have primary use of the Property. BCTA shall submit its athletic schedule to the Township offices one month before the start of each season.

B. BCTA shall also have use of the parking facilities available on the Property.

C. The Township and BCTA agree that the Property shall be used by BCTA for athletic purposes and for the incidental sale of non-alcoholic beverages, food, novelties or sundries sold on behalf of BCTA. The sale of food, beverages, or novelties by commercial vendors or other non-profit groups is prohibited without the prior written consent of the Township and a permit issued by the Bucks County Health Department, when required.

4. CHANGES, ALTERATIONS, OR IMPROVEMENTS

BCTA shall not make any changes, alterations or improvements to the Property for any BCTA use or otherwise. Any changes, alterations, or improvements added without prior knowledge or consent from the Township shall be immediately removed by BCTA at its own expense. Should BCTA fail to promptly remove such changes, alterations, or improvements upon notice from the Township to do so, the Township may remove all features and require BCTA to pay the Township the cost of removal plus the cost of transportation and disposition of the removed materials.

5. MAINTENANCE RESPONSIBILITIES

It shall be the sole responsibility and obligation, financial and otherwise, of the Township to provide all necessary maintenance and care of the Property, any buildings or structures, and any associated equipment to enable BCTA to utilize the Property without hazard to the health and safety of players, spectators and all Property visitors. Further, it shall be the sole responsibility and obligation, financial and otherwise, of Hilltown Township to perform all necessary maintenance, repair or replacement of equipment, alterations or changes to the existing facilities, as may be required by state or local regulations. Hilltown Township reserves the right to charge BCTA any and all expenses that are incurred due to Property damage caused by BCTA or a party thereof during their use of the Property.

6. INDEMNITY AND INSURANCE

A. BCTA does further covenant that during the term of this Lease, it shall assume full responsibility for the care, custody and control of the **Property** subject to this Lease during the hours of use; and will indemnify and hold harmless the Township from any loss, cost or damage, including reasonable attorney's fees, that may arise in connection with this Lease for the use of the Property by BCTA, its agents, employees, or members of BCTA. BCTA shall have no obligation to any non-BCTA user of the Property permitted by the Township or to trespassers, and shall have no obligation to indemnify or hold harmless the Township from any loss, cost or damage to such person or persons.

B. BCTA further agrees to deliver to the Township a certificate of liability insurance, annually; on or before the anniversary date of this Lease; providing for insurance coverage to the Township as an additional named insured in amounts acceptable to the Township.

7. REPAIR

BCTA shall repair any damage done to any property, which occurs during BCTA's intended use of the Property should the damage be caused by a party of BCTA. BCTA shall not be responsible for any damage done by any other user of the Property permitted by the Township or by trespassers.

8. NO SUB-LEASE

BCTA will not sub-lease the Property, or any part thereof, or permit any other person, firm or corporation to occupy it, or any part thereof, without the **prior** express written consent of the Township. BCTA **shall** not occupy the Property in any manner for any purpose other than as set forth in Paragraph 3 of this Lease without the **prior** express written consent of the Township.

9. ORDINANCE NO. 94-3 COMPLIANCE

BCTA shall comply at all times with Hilltown Township Ordinance No. 94-3 which is attached hereto as Exhibit "A" and made a part hereof. BCTA will give notice to its members,

players and spectators of the requirements of the attached Ordinance. The Township, by this Lease, grants special permission pursuant to Section 2 of Ordinance 94-3 to BCTA's use of the Property after sunset until 9:00 P.M., prevailing time, Monday through Saturday only.

10. TERMINATION

Either party may terminate this Lease upon the end of the term by giving to the other party written notice six (6) months prior to the end of the said term. Additionally, the Township may terminate this Lease at any time if: BCTA does not comply with the provisions of this Lease; if BCTA does not occupy or use the leased property for a period of six (6) months annually; or should BCTA cease to function as a non-profit organization under the laws of the Commonwealth of Pennsylvania.

11. BCTA REPRESENTATIVE

BCTA shall provide to the Township, by May 1 of each year, the name of an authorized representative to contact the Township Manager to discuss and prepare for the upcoming athletic seasons and related activities; and to obtain, if applicable, an annual use permit. The BCTA representative shall have full authority to speak on BCTA's behalf in accordance with its by-laws, subject to approval by the BCTA Board of Directors, on any issue relating to this Lease or the use of the Property.

12. ARBITRATION

It is agreed that any dispute which may arise between the parties relating to the interpretation, validity, construction or performance of this Lease shall be subject to common law arbitration pursuant to the laws of the Commonwealth of Pennsylvania. Each party shall bear its own arbitration costs and expenses, with each party to pay fifty (50%) percent of the fee and cost of the third arbitrator. The Township, at their discretion, may alternatively seek injunctive relief if the subject Property is not being used properly and in accordance with this Agreement.

13. USE OF LIGHTS

BCTA shall not install and/or use any additional lighting, whether permanent or temporary, upon the Property without prior written approval of the Township to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives, on the date first above set forth.

14. INTEGRATION

This Agreement constitutes the full and complete understanding of the parties regarding the subject matter herein and shall not be modified except by subsequent written agreement signed by both parties.

HILLTOWN TOWNSHIP

By: \_\_\_\_\_

BUCKS COUNTY TENNIS ASSOCIATION INC.

By: \_\_\_\_\_