



# EAST ROCKHILL TOWNSHIP

1622 North Ridge Road, Perkasie, PA 18944

## Board of Supervisors Public Comment Form

Regular Business Meeting

May 26, 2020

Based on the Governor's Disaster Declaration, the Board of Supervisors intends to close their monthly meetings to public attendance and to establish special meeting protocols for public participation. For anyone wishing to provide public comment, comments can be made electronically at [Manager@EastRockhillTownship.org](mailto:Manager@EastRockhillTownship.org) or by submitting the public comment form to the Township building prior to the start of the meeting. All public comment will be read at the Board's meeting.

**Public Comment check all that apply:**

- April 28, 2020 Regular Meeting Draft Minutes
- Bills Payable dated May 16, 2020
- Electric Generation
- Trash District Contract
- Internet Technology
- Municipal Office Addition and Renovation
- Zoning Permit Fee Waiver Request
- Fee-in-Lieu of Refund Request
- Willard H. Markey Centennial Park In Memoriam Request
- Non-Uniform Pension Ordinance
- Agreement of Sale for Conservation Easement
- Declaration of a Conservation Easement
- Other \_\_\_\_\_

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

Address: \_\_\_\_\_

Public Comment: \_\_\_\_\_

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Email to [Manager@EastRockhillTownship.org](mailto:Manager@EastRockhillTownship.org) or place in the Municipal Office vestibule prior to the start of the May 26, 2020 7:00pm meeting.

**East Rockhill Township Board of Supervisors**

**April 28, 2020**

**Regular Business Meeting Minutes**

**NOT APPROVED**

The regular business meeting of the East Rockhill Township Board of Supervisors was held at 7:00p.m. on April 28, 2020 in the Township meeting room at the East Rockhill Township Municipal Building, 1622 North Ridge Road, Perkasie, PA 18944.

Present:	David Nyman	Supervisor Chairperson
	Gary Volovnik	Supervisor Vice-Chairperson
	Jim Nietupski	Supervisor Member
	Marianne Morano	Township Manager
	John Rice, Esq.	Township Solicitor

The meeting was called to order at 7:00p.m. by Mr. Nyman with the Pledge of Allegiance.

**Announcements:**

Based on the Governor's COVID19 Disaster Declaration, the Board of Supervisors have closed their monthly meeting to public attendance and established special meeting protocol for public participation. The entire meeting packet was available on the Township website. Anyone wishing to provide public comment on the Board's agenda items can do so electronically or by submitting a public comment form. All public comment will be read at the Board's meeting.

Mr. Nyman suggested a general comment form be available for future meetings during special meeting protocol.

**Public Comment #1 on Agenda Items**

- Mike Colkett, 50 Ridge Run Road, requested consideration of a resolution supporting an independent commission to redraw legislative districts in 2021 instead of the partisan process that currently exists.
- Kathleen Weidner, 132 Bridgeview Drive, reiterated a request for a Resolution supporting an independent redistricting commission to protect from partisan gerrymandering be adopted prior to the PA State Assembly recess.

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to adopt **Resolution 2020-08** in support of an independent redistricting commission as requested. With no additional discussion, all present voted in favor.

**Approval of Minutes and Bills Payable:**

**Approval of Minutes from March 24, 2020 Regular Meeting.**

**On motion** by Mr. Nietupski, seconded by Mr. Volovnik, to adopt the meeting minutes from the Board of Supervisors' March 24, 2020 Regular Meeting as presented. With no additional discussion, all present voted in favor.

**NOT APPROVED**

**Payment of Unpaid Bills dated April 21, 2020 in the amount of \$423,488.41.**

As a result of higher than usual interest rates, two notes are recommended to be closed prior to their maturity date. A 2002 open space note that had a maturity date of February 2022 and a 1999 sewer note that had a maturity date of November 2021 are therefore included in this Bills List.

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to approve payment of the Bills List dated April 21, 2020 in the amount of \$423,488.41 as presented. With no additional discussion, all present voted in favor.

**Township Manager's Report: Marianne Morano**

**Pennsylvania Municipal Retirement System**

**On motion** by Mr. Nietupski, seconded by Mr. Volovnik, authorizing the Township Solicitor to advertise an Ordinance to amend Non-Uniform pension plans to meet current Internal Revenue Service requirements for the May 26, 2020 meeting as presented. With no additional discussion, all present voted in favor.

**Used Paver Bid Documentation**

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to accept U.S. Municipal Supply, Inc. bid for a 2011 Leeboy Track Paver with 2,644 hours and 85hp Kubota engine in the amount of \$54,674.00 as presented. With no additional discussion, all present voted in favor.

**Municipal Office Addition and Renovation**

It was noted the tentative construction start date for the Municipal Office is June 1, 2020.

**On motion** by Mr. Nietupski, seconded by Mr. Volovnik, authorizing formal notice to all prime contractors notice to proceed date set four weeks from the lifting of applicable Governor's COVID-19 Orders as presented. With no additional discussion, all present voted in favor.

**Zoning Hearing Board Alternate Resignation.**

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to acknowledge the resignation of Greg Lippincott from the Zoning Hearing Board as presented. With no additional discussion, all present voted in favor.

**Solicitor Report: John Rice, Esq.**

**Tax Extension Resolution**

**On motion** by Mr. Nietupski, seconded by Mr. Volovnik, to adopt **Resolution 2020-07** to extend the face payment due date for 2020 Township real estate taxes to July 30, 2020 in response to the COVID-19 pandemic as presented. With no additional discussion, all present voted in favor.

**Scholl's Truck and Car Wash Conditional Use Hearing Application 2301 North Fifth Street.**

**On motion** by Mr. Nietupski, seconded by Mr. Volovnik, to approve the Conditional Use Adjudication for the construction of a truck and car wash facility and the ability to maintain more than one use on the property located at 2301 North Fifth Street, Perkasie, PA as presented. With no additional discussion, all present voted in favor.

**Public Comment #2:**

There was none.

**NOT APPROVED**

**Adjournment**

**On motion** by Mr. Nietupski, seconded by Mr. Volovnik, to adjourn the regular meeting. With no additional discussion, the meeting was adjourned at 7:22p.m.

Respectfully submitted,

Marianne Morano  
Township Manager

UNPAID 2020 BILLS LIST  
MAY 16, 2020

NOT APPROVED

FUND CODE	FUND NAME	TOTAL AMOUNT TO BE PAID OUT	
01	GENERAL FUND	\$	125,247.20
03	FIRE FUND	\$	152.28
05	OPEN SPACE FUND	\$	1,103.26
08	SEWER FUND	\$	10,831.39
09	PARK & RECREATION/DRIVING RANGE FUND	\$	2,495.55
13	STREET LIGHT FUND	\$	1,517.30
19	CAPITAL IMPROVEMENT FUND	\$	7,380.00
22	POLICE HEADQUARTER DEBT FUND	\$	6,392.13
30	CAPITAL RESERVE FUND	\$	54,674.00
35	STATE AID (LIQUID FUEL) FUND	\$	19,128.64
90	ESCROW FUND	\$	6,049.44
		<b>TOTAL UNPAID BILLS \$</b>	<b><u>234,971.19</u></b>

**NOT APPROVED**

<u>Payable To</u>	<u>Memo</u>	<u>Amount</u>
<b>General Fund - 01</b>		
BIU	Inspection Services - Feb 2020	1,323.00
C. Robert Wynn Associates	Rock Hill Quarry	239.63
C. Robert Wynn Associates	General Engineering	133.85
C. Robert Wynn Associates	MS4/PRP & Annual Report	156.00
C. Robert Wynn Associates	Zoning Permit Reviews	61.50
C. Robert Wynn Associates	Municipal Building	2,246.25
Chase Credit Card	Lowes	73.60 *
Chase Credit Card	Harbor Freight	28.98 *
Chase Credit Card	Supplies	142.02 *
Clemens Uniform	Uniforms 4/22/82020	42.01 *
Clemens Uniform	Uniforms 4/29/2020	42.01
Clemons Richter & Reiss	WEGBB/Lakehouse Inn - April	537.90 *
Comcast	Phone & Internet -May 2020	320.46 *
County of Bucks	Mood's Covered Bridge Insurance - 2020	501.00
Courier Times	Track Paver Bid Ad	712.38
Davis Feed of Bucks County	Covid-19 Sprayers	11.85
Delaware Valley Health Insurance (DVHT)	Premium - May 2020	10,570.16
Emerald Garden	Lawn Maintenance - Apr 2020	954.03
George's Tool Rental	Filing Cabinet Movers	88.00
Grainger	Exhaust Fan - Shop	444.60 *
Grim Biehn & Thatcher	General Matters	2,294.00 *
Grim Biehn & Thatcher	Pierson Materials/Hanson Aggrs.	7,484.50 *
Grim Biehn & Thatcher	Building Addition	372.00 *
Grim Biehn & Thatcher	Zoning Enforcement	124.00 *
Grim Biehn & Thatcher	Lakehouse Inn Complaint	2,805.50 *
Grim Biehn & Thatcher	Kovac Enforcement	139.50 *
Home Depot	Supplies	37.01 *
IT Business Solutions	IT Services - June 2019	459.00
J&J Arbor Care	Emergency Tree Work - Clymer Rd	450.00
Keystone Architecture, Inc.	Services Through 2/29/2020	424.95
Keystone Architecture, Inc.	Services Through 4/30/2020	218.75
Keystone Collections Group	EIT Commission	339.62 *
Keystone Collections Group	Costs Retained by Tax Officer (Act 192)	75.69 *
Keystone Collections Group	EIT Taxpayer Refunds	1,299.15 *
Keystone Collections Group	LST Commission	76.07 *
Lawson Products	Covid-19 Cleaner	203.07 *
Lawson Products	Supplies	333.53
Manko Gold Katcher Fox LLP	Rock Hill Quarry - Feb 2020	2,414.75

Unpaid 2020 Bills List  
May 16, 2020

**NOT APPROVED**

Payable To	Memo	Amount
ORE, Inc.	Filing Cabinet Movers	116.10
Pennridge Regional Police Department	Police Services - May 2020	83,636.00
PP&L Electric	Parking Lot Lights	88.64
PP&L Electric	Municipal Office	139.08
PP&L Electric	Garage/Shop	96.72
Principal Financial Group	Premium - May 2020	504.54 *
Reiss Hauling & Recycling, Inc.	Trash & Recycling Service - May 2020	1,930.00
Ricoh	Prepay Copier Rental - 6/20/20-7/19/20	128.07
Ricoh-Images	Black & White/Color Copies	79.13 *
Shadywood Communications	May 2020 Enews	215.00
Sprint	Cell Phone Service - March 2020	133.60 *
		<i>General Fund</i> <u>\$ 125,247.20</u>
<b>Fire Fund - 03</b>		
PP&L Electric	Substation	152.28
		<i>Fire Fund</i> <u>\$ 152.28</u>
<b>Open Space Fund - 05</b>		
Delaware Valley Regional Finance Authority	Note Interest - Apr 2020	143.67 *
Grim Biehn & Thatcher	Hendricks property to tax exempt status	155.00 *
Keystone Collections Group	EIT Commission	155.01 *
Keystone Collections Group	Taxpayer Refunds	649.58 *
		<i>Open Space Fund</i> <u>\$ 1,103.26</u>
<b>Sewer Fund - 08</b>		
Brad S. Nicholas	Pump Sludge - 4,000 Gallons	270.00
Bullseye	Pumping Station Alarm Service - May 2020	122.35 *
Chase Credit Card	Lowes	33.22 *
Comcast	Treatment Plant Phone Service -April	96.67 *
Delaware Valley Health Insurance (DVHT)	Premium - May 2020	845.89
Delaware Valley Regional Finance Authority	Note Interest - Apr 2020	89.03 *
East River Energy	23.5 Gallons Biodiesel	30.82 *
East River Energy	85.0 Gallons Biodiesel	95.58
Emerald Garden	Lawn Maintenance - Apr 2020	263.97
Home Depot	Treatment Plant	179.54 *
Kevin Franks	Treatment Plant Operations - March	1,500.00 *
Kevin Franks	DEP and Form 43 - March	140.00 *
Kevin Franks	Treatment Plant Operations - April	1,500.00
MJ Reider Associates	Lab Analysis Quarterly - 4/10/20	10.00 *
MJ Reider Associates	Lab Analysis Biweekly - 4/10/20	275.00 *
MJ Reider Associates	Annual Analysis - 4/21/20	1,491.25

Unpaid 2020 Bills List  
May 16, 2020

**NOT APPROVED**

Payable To	Memo	Amount
MJ Reider Associates	Lab Analysis Biweekly - 4/24/20	275.00
MJ Reider Associates	Lab Analysis Biweekly - 5/8/20	275.00
PA One Call	April 2020 Services	23.00
PAPCO	20.0 Gallons Unleaded	16.62
PAPCO	12.0 Gallons Unleaded	114.43
PP&L Electric	Pump Station	749.22
PP&L Electric	Treatment Plant	2,209.65
Principal Financial Group	Premium - May 2020	136.08 *
Sprint	Phone Service 3/15-4/14	89.07 *
		<i>Sewer Fund</i> \$ <b><u>10,831.39</u></b>
<b>Park &amp; Recreation / Driving Range Fund -09</b>		
Chase Credit Card	Lowes	14.86 *
Eagle Power Turf & Tractor	Blade Set - Ferris Mower	89.70
Eagle Power Turf & Tractor	Blade Set - Ferris Mower	89.70
Emerald Garden	Lawn Maintenance - Apr 2020	468.00
George Allen Portable Toilets Inc.	4/22/20-5/19/20	160.00
JC Steinly, Inc.	189.0 Gallons Fuel Oil - Markey Park House	480.06
Kimberly Boles	Covid-19 Refund	45.00
Littles	Part - Z960 Mower	89.97
PP&L Electric	Markey Park Sign	27.64
PP&L Electric	Markey Park Buildings	64.59
Range Servant	Supplies - Driving Range	923.78
Warehouse Battery Outlet	Battery - John Deere	42.25
		<i>Park &amp; Rec / Driving Range Fund</i> \$ <b><u>2,495.55</u></b>
<b>Street Light Fund - 13</b>		
PP&L Electric	Street Lights	1,517.30 *
		<i>Street Light Fund</i> \$ <b><u>1,517.30</u></b>
<b>Capital Improvement Fund - 19</b>		
JF Landscaping	Township Sewer Line	7,380.00 *
		<i>Capital Improvement Fund</i> \$ <b><u>7,380.00</u></b>
<b>Building Debt Fund - 22</b>		
Pennridge Regional Police Department	Loan Payment -May 2020	5,797.22
QNB	2019 Note Interest - Apr 2020	594.91 *
		<i>Police Headquarter Debt Fund</i> \$ <b><u>6,392.13</u></b>
<b>Capital Reserve Fund - 30</b>		
U.S. Municipal Supply, Inc.	Used 2011 Leeboy Track Paver-Per Bid	54,674.00
		<i>Capital Reserve Fund</i> \$ <b><u>54,674.00</u></b>



**NOT APPROVED**

Payable To	Memo	Amount
<b>State Aid (Liquid Fuel) Fund - 35</b>		
Chase Credit Card	Harbor Freight	44.11 *
Chase Credit Card	Tractor Supply	155.94 *
Established Traffic Control	"Drive Like Your Kids Live Here" Signs	144.00
Established Traffic Control	Stop Signs - Stock	1,125.12
Lawson Products	Sign Hardware	192.84 *
Lawson Products	Supplies	440.02
L/B Water	Supplies	1,750.00
Naceville Materials	E. Rock Rd Shoulder Repair	115.78
Plasterer Equipment Company	Sweeper	14,925.00
PP&L Electric	Signal 313 & 5th	33.35
PP&L Electric	Flasher 5th Street	28.19
PP&L Electric	Signal Campus & 5th	39.09
PP&L Electric	Signal 313 & 563	33.52
PP&L Electric	Flasher Schwenkmill Road	28.07
PP&L Electric	Signal 313 & Mountain View	45.18
PP&L Electric	Flasher Mountain View	28.43
		<b>State Aid Fund \$ 19,128.64</b>

<b>Escrow Fund - 90</b>		
C. Robert Wynn Associates	Weidner Sketch	757.84
C. Robert Wynn Associates	Mager LLA	74.00
C. Robert Wynn Associates	Scholl Car Wash	233.25
C. Robert Wynn Associates	Green Ridge West	636.50
C. Robert Wynn Associates	Bonner SWM	171.24
C. Robert Wynn Associates	Benfield SWM	241.77
C. Robert Wynn Associates	VandenBoom SWM	7.31
Grim Biehn & Thatcher	Select - McClennen	2,016.50 *
Grim Biehn & Thatcher	Mager LLA	111.00 *
Grim Biehn & Thatcher	Foreman	55.50 *
Grim Biehn & Thatcher	Scholl Car Wash	1,406.00 *
Grim Biehn & Thatcher	Green Ridge West	62.00 *
Leon Grochowski	Escrow Closure	276.53
		<b>Escrow Fund \$ 6,049.44</b>

**Total Unpaid Bills \$ 234,971.19**

*\*denotes already paid*

**NOT APPROVED**

**Electric Generation**

*Consider Energy Renewal Pricing for PPL Accounts*

Township electric generation contract with IGS Energy expires May 2020.

Current Contract fixed rate \$0.06120 with gross receipts tax

IGS Energy as of 5/19/2020:

12 months (\$4,363.25 savings) .....	\$0.05380
24 months (\$6,265.18 savings) .....	\$0.05240
36 months (\$9,397.77 savings) .....	\$0.05540

Additional Quotes:

**Achieve Energy Solutions**

12 months .....	\$0.06118
18 months .....	\$0.06438
24 months .....	\$0.0623

**AEP Energy**

12 months .....	\$0.0623
24 months .....	\$0.0656
36 months .....	\$0.0665

## Trash District Contract

*Reaffirm extending Trash District Contract option year 2021 and option year 2022*

Due to increased recycling costs after Trash District bids were awarded, it is recommended the Township reaffirm the option years with Republic Services as noted in the contract.

Bids opened October 7, 2016 and Republic Services, Inc. bid accepted.

**Option 1B-Tote:** The following services shall be provided to Township residents within the Township's Trash District as set forth in the Bid Documents: unlimited trash, solid waste and refuse collection service once a week on a Tuesday, Wednesday or Thursday utilizing a 96-110 gallon contractor provided wheeled container; single stream recycling to be collected once per week from a 26 gallon or larger container provided by the Contractor; unlimited weekly collection of yard waste bundled or bagged and bagged leaves with notice to Contractor (Grass clippings are excluded); unlimited weekly collection of bulky waste with notice to Contractor; and, the implementation and coordination of a recycling incentive program. The per month charge for such service shall be as follows: 2017 \$20.84; 2018 \$21.47; 2019 \$22.11; 2020 \$22.78; **option year 2021 \$23.45; option year 2022 \$24.16.**

**Option 1C-Tote:** The following services shall be provided to all Township residents that request such services both within and outside of the Township's Trash District as set forth in the Bid Documents: unlimited trash, solid waste and refuse collection service once a week on a Tuesday, Wednesday or Thursday utilizing a 96-110 gallon contractor provided wheeled container; single stream recycling collected once per week from a 26 gallon or larger container provided by the Contractor; unlimited weekly collection of yard waste bundled or bagged and bagged leaves with notice to Contractor (Grass clippings are excluded); and, unlimited weekly collection of bulky waste with notice to Contractor. (The services under this Option 1C-Tote are available to all Township residents, both inside and outside of the Trash District, that specifically request the same). The per month charge for such service shall be as follows: 2017 \$20.43; 2018 \$21.06; 2019 \$21.70; 2020 \$22.37; **option year 2021 \$23.04; option year 2022 \$23.75.**

## Internet Technology

*Reaffirm acceptance of ethernet data / voice / video network solution proposal*

Proposal to remove existing decommissioned cables, install service as needed in addition / renovation and provide connections for future needs. An as-built plan will be provided.

Computer Cabling Systems Estimate .....\$12,452.40

**NOT APPROVED**

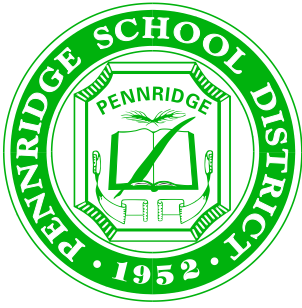
## Municipal Office Addition & Renovation

*Consider Contract Change Order to apply a truss stain application*

As part of a value engineering meeting with the General Contractor it was brought to the Township's attention trusses in the outside porch entrance and interior lobby were proposed to be unfinished.

To have a finished appearance an estimate has been provided to stain the trusses. The General Contractor thought to use two coats of a product that was a combination stain and sealer however, when their painter tried this, they did not like how it applied. So as reflected in the quote and truss samples they are proposing one coat of a semi-transparent stain and one coat of a sealer. Semi-transparent was chosen to let the wood grain show versus a solid stain would look like paint. Sealer is recommended for long term protection and maintenance.

Product, sealer, two painters, lift and equipment .....\$17,485.00



# PENNRIDGE SCHOOL DISTRICT

*Dr. Kathleen Brewster-Scheid*

*Assistant Superintendent of Secondary Education*

215-453-2783

**NOT APPROVED**

May 13, 2020

Dear Ms. Morano:

I am writing on behalf of the Pennridge School District for permission to provide the senior class of 2020 with beautiful fireworks on their graduation day, June 11, 2020. As you may be aware, the senior class is not going to have a typical graduation where they meet as a class surrounded by family and friends. They will have a virtual graduation with no opportunity to share the experience, as all classes before them have had the great honor to do.

To that end, we would like to bring the class of 2020 together on the evening of their graduation to share in the experience of a one-time firework celebration in their honor. To keep students safe, they will remain in their cars for the entire firework display. We want to give them a shared experience that will be part of their memories of Pennridge School District.

We are asking that the Township waive the \$500.00 permit fee to support the class of 2020 and help decrease the total cost of the program that was not anticipated in graduation planning.

Thank you for taking the time to consider our request; we look forward to hearing from you soon.

Sincerely,

Kathleen Brewster-Scheid, Ed.D.

Assistant Superintendent of Secondary Education

### ***Mission Statement***

*It is paramount that our students graduate with knowledge of their talents, passions and what is necessary for them to remain life-long learners and productive citizens. These objectives need to be accomplished in a community-oriented environment that is safe, welcoming, nurturing, student-centered and respectful of all. As such, the mission of the Pennridge School District is as follows:*

*Pennridge School District strives to provide all students with a well-rounded educational experience where they acquire the 21<sup>st</sup> century skills necessary for a successful future.*

## Fees-In-Lieu of for Withdrawn Land Development at Applicant's Request

Received 2/20/2018:

\$ 1,900 recreation land fee-in-lieu of

\$ 5,000 street improvement fee-in-lieu of

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TO: East Rockhill Board of Supervisors, et al.

RE: Refund request

I am requesting a refund in the amount of \$6,900 for items 4 (\$1,900 fee in lieu of dedicated recreation area) and 6 (\$5,000 fee in lieu of street improvements) below. Since we never broke ground or enacted any part of the land development we did not have a need for either of these two items. I would be greatly appreciative if you would refund these fees.

Thank you

Karl Foreman

***NOT APPROVED***

# In-Memoriam Request

## Willard H. Markey Centennial Park

**NOT APPROVED**

March 4, 2020 email:

Good evening,

I am writing to ask for your help with a special request. We are submitting a permit application to hold a memorial event on June 7th at the Willard H. Markey Centennial Park pavilion for my father, Kurt Geisert, who passed away this week. My father (a veteran) was a civically engaged resident of Perkasio for 40 years, just recently retiring to Oak Island, NC. 10 years ago, with the help of John Cressman (my uncle who held a position in the Township for many years) we planted a tree near the playground at the park in memory my aunt, Doris Geisert. As my father always wished to have a tree planted for his own memorial next to his sister's, we are kindly requesting permission to plant a tree at the park on June 7th in his honor. We are open to any specific parameters the township may set regarding the type of tree and would be happy to satisfy any other requirements regarding the specifics of the planting. We very much appreciate your consideration of this request.

Sincerely,  
Megan (Geisert) Perleshi



*Plum tree in memory of Doris Geisert*



**NOT APPROVED**

AN ORDINANCE OF EAST ROCKHILL TOWNSHIP, BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, ELECTING TO AMEND ITS NON-UNIFORM PENSION PLAN ADMINISTERED BY THE PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM PURSUANT TO ARTICLE IV OF THE PENNSYLVANIA MUNICIPAL RETIREMENT LAW; AGREEING TO BE BOUND BY ALL PROVISIONS OF THE PENNSYLVANIA MUNICIPAL RETIREMENT LAW AS AMENDED AND AS APPLICABLE TO MEMBER MUNICIPALITIES. IT IS HEREBY ORDAINED BY EAST ROCKHILL TOWNSHIP, BUCKS COUNTY, AS FOLLOWS:

SECTION I. East Rockhill Township (the Township), having established a non-uniform pension plan administered by the Pennsylvania Municipal Retirement System (the System), hereby elects to amend its Non-Uniform Pension Plan administered by the System in accordance with Article IV of the Pennsylvania Municipal Retirement Law, 53 P.S. §881.101 et seq. (Retirement Law), and does hereby agree to be bound by all the requirements and provisions of the Retirement Law and the Municipal Pension Plan Funding Standard and Recovery Act, 53 P.S. §895.101 et seq., and to assume all obligations, financial and otherwise, placed upon member municipalities.

SECTION II. As part of this Ordinance, the Township agrees that the System shall administer and provide the benefits set forth in the amended Non-Uniform Pension Plan Document entered into between the Pennsylvania Municipal Retirement Board and the Township effective as of the date specified in the adoption agreement (the Contract).

SECTION III. The Township acknowledges that by passage and adoption of this Ordinance, the Township officially accepts the Contract and the financial obligations resulting from the administration of the Contract.

SECTION IV. Payment for any obligation established by the adoption of this Ordinance and the Contract shall be made by the Township in accordance with the Retirement Law and the Municipal Pension Plan Funding Standard and Recovery Act. The Township hereby assumes all liability for any unfundedness created due to the benefit structure set forth in the Contract.

SECTION V. The Township intends this Ordinance to be the complete authorization of the Contract, as amended and it shall become effective as of the date specified in the adoption agreement, which is the effective date of the Contract, as amended.

SECTION VI. A duly certified copy of this Ordinance and an executed Contract shall be filed with the System.

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TALLY OF VOTES – YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Reviewed by PMRS Legal Counsel \_\_\_\_\_

**CONSERVATION EASEMENT  
AGREEMENT OF SALE**

**DRAFT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2020, between **GUNTHER ETZLER and DIANA ETZLER**, having a mailing address of P.O. Box 184, 2386 East Rock Road, Perkasio, PA 18944 (“Seller”) and **EAST ROCKHILL TOWNSHIP**, a Township of the Second Class, having offices at 1622 Ridge Road, Perkasio, PA 18944 (“Buyer”).

**WITNESSETH:**

**Premises**

1. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller a conservation easement over a portion of the Buyer’s property located in East Rockhill Township, Bucks County, Pennsylvania, and more specifically described as 2386 E. Rock Rd., Perkasio, PA 18944 designated as Bucks County Tax Map Parcel No. 12-011-019-007 (the “Property”) consisting of approximately 15.00 acres.

**Purchase Price**

2. The Buyer has agreed to pay Ninety-Nine Thousand Dollars (\$99,000.00) for the 13.2 acre Conservation Easement over the Property, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) per acre (the “Purchase Price”).

**Real Estate Appraisal**

3. Buyer and Seller acknowledge that they each have obtained a real estate appraisal of the Property and the Conservation Easement over the Property as required by applicable law, which appraisal establish an average fair market value of the Conservation Easement of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) per acre.

**Settlement**

4. Settlement shall be made on or before August 20, 2020. Settlement shall occur at the offices of Grim, Biehn & Thatcher, 104 S. Sixth Street, P.O. Box 214, Perkasio, PA 18944, or such other place as the parties may agree upon. The said time of settlement and other dates and time under this Agreement are hereby agreed to be of the essence of this Agreement.

**Real Estate Commissions**

5. Buyer and Seller represent to the other that neither party has used a real estate broker in connection with this transaction and that no real estate commission will be due resulting from this transaction.

## Inspection Rights and Contingencies

### 6. A. General

(1) Buyer and Buyer's authorized representatives are hereby granted the right and privilege, to enter upon the Property from time-to-time after either written or telephone notice to the Seller for the purpose of making such surveys, inspections and studies as are, in the reasonable opinion of Buyer, necessary or desirable in connection with Buyer's purchase of the Conservation Easement over the Property. Buyer agrees to restore any area disturbed by the studies provided for herein to substantially the same condition as existed prior to disturbance.

### B. Environmental

Buyer may have the Property tested by a qualified laboratory to determine the presence of any substance violative of any Federal, State or local law, statute, ordinance or regulation relating to pollution control and/or environmental contamination. Such substances include, but are not limited to: (i) materials defined as "hazardous substances", "hazardous wastes" or "solid wastes" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601-9657 and any amendments thereto, including the Superfund Amendments and Authorization Act of 1986, ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6987 and any amendments thereto ("RCRA"); and any similar Federal, State or local environmental law, statute, ordinance or regulations; (ii) hydrocarbon; (iii) toxic pollutants other contaminants or Radon or radioactive gases; (iv) toxic substances as regulated in the Toxic Substance Control Act, 15 U.S.C. Sections 2601-2629; (v) "residual wastes" as defined in the Solid Waste Management Act (Act 97) 35 P.S. Section 6018.1 *et. seq.* The testing shall be completed and a written report of such test provided to Seller within ninety (90) days of the date of this Agreement. In the event contamination and/or pollution is found which exceeds established standards for the contaminants and/or pollutants founds, or which is violative of any Federal, State or local law, status, ordinance or regulation, Buyer shall have the right, to be exercised in writing to Seller within forty five (45) days after receipt of any written reports, to declare this Agreement null and void, in which case all escrow funds, including interest, shall be returned to Buyer.

## Title

7. The Conservation Easement is to be conveyed free and clear of all mortgages, liens, encumbrances and easements, excepting, however, existing building restrictions, ordinances, easements of roads, easements visible upon the Easement Area and privileges or rights of public service companies. In the event the Property is subject to a mortgage or mortgages, said mortgage or mortgages shall either be satisfied in full with the proceeds of the sale of the Conservation Easement hereunder, or, in the alternative, subordinated to the Conservation Easement by way of a Consent and Subordination to be recorded with the Conservation Easement.

8. In the event Seller is unable to convey the Conservation Easement free of restrictions as recited in Paragraph 9 hereof (with the exception of any mortgages which must be satisfied or subordinated as set forth above), Buyer shall have the option of taking the Conservation Easement on the Property subject to such restrictions as it may elect to accept, without abatement of Purchase Price, or of terminating this Agreement of Sale; and, in the latter event, there shall be no further liability or obligation of any of the parties hereunder and this Agreement shall be and become null and void.

### **Sellers' Representations, Warranties and Covenants**

9. As a material inducement to Buyer to purchase the Conservation Easement on the Property, Seller represents, warrants and covenants to Buyer as follows:

A. Except as specifically noted herein, Seller has done nothing to impair its ability to impose a Conservation Easement on the Property, or which would result in the imposition of any liens, encumbrances, covenants, conditions, easements, reservations, leases and agreements.

B. The Seller has the full authority and right to impose a Conservation Easement on the Property and the Property is or will not be subject to any mortgage, lien, encumbrance, covenant, condition, easement, reservation, lease or agreement which would impair Seller's ability to impose a Conservation Easement in accordance with the terms hereof.

C. Seller has received no notice from any governmental agency, including the Pennsylvania Department of Environmental Protection or the U.S. Environmental Protection Agency advising Seller of any violation of any environmental law effecting or pertaining to the Property.

D. To the best of Seller's knowledge, the Property is free from toxic, hazardous, infectious, or medical waste and does not contain any underground fuel storage tanks. Seller does hereby represent to Buyer that Seller has no knowledge of the Property ever being used as a dump site for any purpose.

E. The covenants and warranties made in paragraphs (A) through (D) hereof shall be true as of the date of settlement and shall survive settlement, the delivery of all documents and instruments required hereunder, and the consummation of the transactions contemplated by this Agreement, and shall not merge into the deed conveying the Property, notwithstanding any investigation which may be or have been conducted by or on behalf of any of the parties.

### **Seller's Breach**

10. Should Seller breach any of its representations or warranties or fail to perform and fulfill any of the terms or conditions of this Agreement, then Buyer shall be entitled to seek and enforce any and all remedies available to it, including, without limitation, specific performance of this Agreement. In the event Buyer seeks monetary damages from Seller, such damages shall

include, without limitation, reimbursement for all costs of appraisals, surveys, engineering, and legal costs and expenses.

**Buyer's Representations, Warranties and Covenants**

11. Subject to the other provisions of this Agreement, Buyer warrants and covenants as follows:

A. Buyer has full power and authority to enter into this Agreement.

B. Buyer will take all actions reasonable and necessary to effect settlement in accordance with the terms of this Agreement and applicable law.

**Buyer's Breach**

12. Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that event, as Seller's sole remedy, this Agreement of Sale may be terminated by Seller, and in such event, Seller and Buyer shall each be released from all liability or obligation and this Agreement shall be and become null and void.

**Payment of Taxes**

13. All real estate taxes shall continue as and remain the responsibility of Seller. Seller shall also be responsible for any related costs of conveyance of the Conservation Easement, including but not limited to any realty transfer taxes, if applicable.

**Notices**

14. All notices to be given by either party to the other shall be given in writing and must be mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Seller at: Gunther and Diana Etzler  
P.O. Box 184  
2386 E. Rock Rd.  
Perkasie, PA 18944

To Buyer at: East Rockhill Township  
1622 Ridge Road  
Perkasie, PA 18944

With a copy to: Colby S. Grim, Esquire  
Grim, Biehn & Thatcher  
104 South Sixth Street  
P.O. Box 215  
Perkasie, PA 18944

or such other address as either party may hereafter indicate by written notice to the other.

**Assignability**

15. This Agreement shall not be assignable by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld.

**Entire Agreement/Modification**

16. This Agreement contains the whole agreement between the parties and there are no oral agreements or representations between the parties hereunto appertaining. No modification of this Agreement shall be effective except by written agreement signed by all parties.

**Binding on Heirs, etc.**

17. This Agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto, subject to any restriction against assignment contained herein.

**Closing Documents**

18. At settlement, Seller shall deliver to Buyer a fully executed and acknowledged Conservation Easement in a form acceptable to Buyer and Buyer shall execute and deliver the payment to Seller.

**Date of Agreement**

19. The date on which both Buyer and Seller has accepted this Agreement shall be deemed the “date of this Agreement” and shall be inserted in the first sentence of the first page of this Agreement.

**Choice of Law**

20. This Agreement shall be construed pursuant to the laws of the Commonwealth of Pennsylvania.

**Original Counterparts**

21. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**DRAFT**

**Third Party Beneficiaries**

22. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

**IN WITNESS WHEREOF**, intending to be legally bound, Buyer and Seller have duly executed and delivered this Agreement.

SELLER:

\_\_\_\_\_  
Gunther Etzler

\_\_\_\_\_  
Diana Etzler

BUYER:

EAST ROCKHILL TOWNSHIP  
BOARD OF SUPERVISORS

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

Name:

Title:

**Prepared by and Return to:**

**Colby S. Grim, Esquire  
Grim, Biehn & Thatcher  
104 S. Sixth Street  
P.O. Box 215  
Perkasie, PA 18944  
215-257-6811**

**CPN No. 12-011-019-007**

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**CONSERVATION EASEMENT  
AND DECLARATION OF RESTRICTIVE COVENANTS**

***THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS*** (“Easement”) made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2020, by **GUNTHER ETZLER and DIANA ETZLER**, having a mailing address of P.O. Box 184, 2386 East Rock Road, Perkasie, PA 18944 (“Owner” and/or “Grantor”), in favor of **EAST ROCKHILL TOWNSHIP**, having an address at 1622 North Ridge Road, Perkasie, PA 18944, (“Grantee”) and **HERITAGE CONSERVANCY, INC.**, having an address at 85 Old Dublin Pike, Doylestown, PA 18901 (“Land Trust Beneficiary”).

**WITNESSETH:**

***WHEREAS***, Owner is the sole owner in fee simple of certain real property in East Rockhill Township, Bucks County, Pennsylvania, containing approximately 15.00 acres, more or less, consisting of Bucks County Tax Map Parcel No. 12-011-019-007, (hereinafter called the “Property”) and said Property includes the Conservation Easement Standard Protection Area containing 13.2 acres, more or less, hereinafter called “Easement Area” and the Building Envelope, containing 1.80 acres, more or less, hereinafter called “Building Envelope”; and

***WHEREAS***, The Easement Area is more particularly described in the legal description for the Conservation Easement Standard Protection Area, a copy of which is attached hereto and marked as ***Exhibit “A”*** and incorporated herein by reference; and

***WHEREAS***, The Easement Area is also more particularly identified as the Standard Protection Area on the Easement Plan prepared by \_\_\_\_\_, dated \_\_\_\_\_, a copy of which is attached hereto and marked as ***Exhibit “B”*** and incorporated herein by reference (“Easement Plan”); and

***WHEREAS***, The Building Envelope is that area identified as the Building Envelope on the attached Easement Plan and as further described in the legal description attached hereto and marked as ***Exhibit “C”***; and



**WHEREAS**, Grantee is authorized to acquire interests in real property to protect and conserve agricultural, natural or scenic resources, to protect scenic areas, to preserve sites of historic, geologic or botanic interest, to promote sound, cohesive and efficient land development by preserving open spaces between communities, and for purposes consistent with the terms of the Open Space Lands Act (the "Open Space Lands Act"), Pa. Stat. Ann. Title 32, Section 5001 *et seq*; and

**WHEREAS**, The Property possesses significant agricultural, natural, scenic, open space and/or recreational values (collectively, "Conservation Values") of great importance to Owner, Grantee, the people of East Rockhill Township, and the people of the Commonwealth of Pennsylvania; the preservation and conservation of which will yield significant public benefit for the reasons herein described: (a) to protect land, habitats and sensitive ecosystems at risk of development; (b) to create permanently protected green space within the area of East Rockhill Township, Bucks County which will reduce the overall intensive use of the land and its associated negative impacts; and (c) to meet the objectives of the East Rockhill Township Open Space Plan; and

**WHEREAS**, The specific Conservation Values of the Property are documented and on file at the offices of the Grantee ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

**WHEREAS**, Owner intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity and to further grant to Grantee an access easement over and through the Property to ensure continued access to and from the Easement Area; and

**WHEREAS**, Grantee agrees by accepting this Easement to honor the intentions of Owner stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

**WHEREAS**, Grantee, East Rockhill Township, will contribute Ninety-Nine Thousand Dollars (\$99,000.00) or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) per acre of the Easement Area, towards the acquisition of this Easement to preserve the Conservation Values of the Easement Area.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and for the further consideration of the aforementioned total sum of Ninety-Nine Thousand Dollars (\$99,000.00) lawful money of the United States of America, the receipt of which is hereby acknowledged, and pursuant to the laws of Pennsylvania, Owner, Owner's heirs, successors and assigns hereby voluntarily grants, agrees, declares and conveys to Grantee a Conservation Easement in perpetuity over the Easement Area of the nature and character and to the extent hereinafter set forth ("Easement").

**1. STATEMENT OF GRANT**

Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, an Easement in Gross and a Declaration of Restrictive Covenants over the Easement Area, as defined above and more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present agricultural, natural, scenic, and open space values of the Easement Area. Grantee hereby accepts the Easement and agrees to hold it exclusively for such purposes.

**2. PURPOSE**

It is the purpose of this Easement to assure that the Easement Area will be retained in its natural, scenic, forested, and/or open space condition and to prevent any use of the Property and/or Easement Area that will significantly impair or interfere with the Conservation Values. This purpose is hereinafter referred to as the "Conservation Purposes". Owner intends that this Easement will confine the use of the Easement Area to such activities including, without limitation, those involving resource conservation and recreation, as are consistent with the Conservation Purposes of this Easement and in compliance with the requirements of the Conservation and Preservation Easements Act, ("Conservation Easements Act"), Act of June 22, 2001, (P.L. 390, No. 29) 32 P.S. Section 5051, *et seq.*, and other local and State protection standards.

**3. RIGHTS OF GRANTEE AND LAND TRUST BENEFICIARY**

A. Grantee

To accomplish the Conservation Purposes of this Easement, the following rights, subject to the limitations stated herein and in Paragraph 10 below, are conveyed to Grantee and its respective successors and assigns:

- i. To preserve and protect the Conservation Values of the Easement Area.
- ii. To enter upon the Property at reasonable times in order to monitor Owner's compliance with and, if applicable, to otherwise enforce the terms of this Easement provided that Grantee shall not unreasonably interfere with Owner's use of the Building Envelope and except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon reasonable notice to Owner, and Grantee shall not in any case unreasonably interfere with Owner's use and quiet enjoyment of the Eased Area.
- iii. To prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to Paragraph 8.

B. Land Trust Beneficiary

Grantor and Grantee grant to the Land Trust Beneficiary, as a Beneficiary of this Easement, the following rights and benefits with respect to this Easement:

- i. The right to exercise Grantee's rights and duties under this Easement should Grantee fail to uphold and enforce in perpetuity the restrictions under this Easement. Grantee and Land Trust Beneficiary each agree to use their best efforts to reach consensus on enforcement issues, and each also expressly retains the right to enforce this Easement notwithstanding the action or inaction of the other. If Land Trust Beneficiary determines that enforcement of any provision of this Easement is required, Land Trust Beneficiary shall first notify Grantee.
- ii. The right of prior consultation with Grantee when Grantor requests review under this Easement. Notwithstanding the aforesaid, Grantee will assume primary responsibility for the rights specified under this paragraph 3 of the Easement.
- iii. The right of prior approval of any Amendment of this Easement.
- iv. The right of prior approval of any transfer of Grantee's rights under this Easement.
- v. The right of prior approval of any voluntary extinguishment of this Easement, and the right to participate as a party in any involuntary extinguishment or condemnation of this Easement.
- vi. The right to enter upon the Property at reasonable times in order to monitor Owner's compliance with and, if applicable, to otherwise enforce the terms of this Easement, provided that Land Trust Beneficiary shall not unreasonably interfere with Owner's use of the Building Envelope and except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon reasonable notice to Owner, and Grantee shall not in any case unreasonably interfere with Owner's use and quiet enjoyment of the Eased Area.

#### **4. RESTRICTIONS ON USES**

Any activity on or use of the Property and/or Easement Area inconsistent with the Conservation Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. No industrial or commercial activities shall be conducted or permitted within the Easement Area, including but not limited to any commercial activity even if related to farming.

B. Pesticides, herbicides, insecticides, fertilizers, or other soil, flora, or fauna additives shall not be used in a manner which would cause significant deterioration of surface or ground water quality or habitat features, and shall follow applicable laws, Best Management Practices, and/or the recommendations of agencies such as Pennsylvania Bureau of Forestry, Penn State University Cooperative Extension, Bucks County Conservation District, Natural Resource Conservation Service, United States Fish and Wildlife Services, or other similar agencies.

C. No signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Easement Area other than a reasonable number of signs, each not exceeding six square feet (6 s.f.), for the following limited purposes:

- i. To state the name of the Property, or any portion thereof, and the names and addresses of any occupants.
- ii. To advertise the sale of the Property, or any portion thereof.
- iii. To post the Easement Area against activities either prohibited or not specifically permitted under the provisions of this Easement.

Provided, however, this Sub-Paragraph 4C shall not limit the right of Grantee to display on the Property, at its discretion, a reasonable number of signs as it may customarily use to identify lands permanently preserved through the Township.

D. No quarrying, excavation, or removal of rocks, minerals, gas, oil, gravel, sand, topsoil, or other similar materials from the Easement Area shall occur. Grant of lease, assignment or other conveyance or issue of permits, licenses, or other authorization for the exploration, development, storage or removal of coal, rock or other materials by any mining method is not permitted. The following notice is given to and accepted by Owner for the purpose and with the intention of compliance with the requirements of the Conservation Easements Act. Nothing herein shall imply the presence or absence of workable coal seams or the severance of coal interests from the Property.

**NOTICE:** This Easement may impair the development of coal interests, including workable coal seams or coal interests which have been severed from the Property.

E. No mining or removal of groundwater from the Easement Area shall occur.

F. No depositing, dumping, or abandoning of any solid waste, hazardous waste, liquid wastes, or chemical substances on or in the Easement Area. The disposal or piping of sanitary facility effluent generated off the Easement Area is not permitted on or across the Easement Area. Hazardous waste shall be considered any substance now or hereafter defined, listed or otherwise classified pursuant to any Federal, State or local law, regulation or requirement as hazardous, toxic, polluting, or contaminating to the air, water or soils.

G. To ensure the protection of the natural areas, including meadows, grasslands, successional areas, forests, woodlands and hedgerows on the Easement Area, the following shall apply:

- i. Planting of invasive plants is not permitted in the Easement Area. Invasive Plants are defined as plant species that are (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, Owner shall refer to information on Invasive Species included in the Baseline Documentation or publications or lists such as the USDA Federal Noxious Weed List, The Pennsylvania Code (7 Pa. Code § 110.1.) Noxious weed control list, “Invasive Plants in Pennsylvania” by the Pennsylvania Department of Conservation and Natural Resources, Bureau of Forestry, “Plant Invaders of the Mid Atlantic Natural Areas”, by the National Park Service National Capital Region, Center for Urban Ecology and the U. S. Fish and Wildlife Service, Chesapeake Bay Field Office, all of which are to be used to identify Invasive Species.
- ii. Except as otherwise allowed by this Easement, no tilling, removal of vegetation, or exposure of bare soil shall be permitted on slopes exceeding fifteen percent (15%) in grade or within one hundred feet (100') of streams, wetlands, or floodplains in the Easement Area and/or the Property.
- iii. In the absence of forest/woodland management plans, trees may be cut or removed from the Easement Area only for the following limited purposes:
  - a. To remove trees that pose a hazard in areas along access roads, trails, or other areas of concentrated human use.
  - b. To remove trees using Best Management Practices that are non-native, exotic species.
  - c. To remove trees required for utilities such as electric, gas, and telephone that are needed to serve a permitted use in the Easement Area.
- iv. Forest stewardship activities or woodland management practices must be conducted in accordance with any soil conservation plan developed for the Easement Area and under the guidance of a management plan in accordance with Pennsylvania Bureau of Forestry standards, and must address regeneration of the woodland. Owner must provide a copy of the management plan to Grantee prior to any activity.
- v. No removal of Native Vegetation unless otherwise permitted by this Easement. Native Vegetation is defined as a plant indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania; Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of the United States Tree, vol. 1 & 4* by Littler are to be used to establish whether or not a species is native.

H. No cutting or removal is permitted in the Easement Area of any plants that are identified in the *Plants of Special Concern in Pennsylvania* as maintained by the Pennsylvania Natural Diversity Inventory (PNDI) and the Pennsylvania Natural Heritage Program, the *Natural Areas Inventory of Bucks County*, or plants that are identified by the Commonwealth of Pennsylvania as “Historic Trees”.

I. No construction, demolition, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent structures or facilities of any kind may occur within the Easement Area, unless specifically agreed to in writing by Grantee. Construction of such facilities related to the reception, storage, or transmission of sewage generated by on-site improvements, existing or otherwise, and located on the Property, is not permitted on or within the Easement Area. Facilities such as telecommunications cell towers, commercial satellite dish antennae, or fuel storage tanks are strictly prohibited.

J. No excavation of any kind may occur within the Easement Area unless otherwise permitted by this Easement and approved by Grantee in writing after review.

K. In addition to the restrictions noted in this Paragraph, no construction, demolition, reconstruction, alteration affecting any streams or “Waters of the Commonwealth” is permitted unless approved in writing by Grantee after review.

L. No subdivision of the Easement Area shall be permitted unless approved in writing by Grantee after review.

**5. PERMITTED USES AND RESERVED RIGHTS**

A. All permitted uses are subject to all local, State, and Federal regulations as they apply to land use, including municipal zoning laws.

B. Owner hereby reserves to itself, and its heirs, successors and assigns, certain rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, certain permitted uses of the Property that are not prohibited herein, either generally or expressly, and are not inconsistent with the purpose of the Easement, subject further to compliance with the requisite zoning regulations, which include, but are not necessarily limited to the following:

- i. To use and enjoy the Building Envelope of the Property, outside of the Easement Area, for lawful residential purposes not otherwise restricted by land use regulations and/or this Easement.
- ii. To establish or erect fences surrounding the Building Envelope or for protection of watercourses such as springs, creeks or tributaries. Any such fences shall be subject to prior review and approval from the Grantee.
- iii. To engage and permit others to engage in limited recreational use of the Property and/or Easement Area that requires no surface alteration or development of the land.

- iv. Use, maintain, repair and/or replace the existing shed or structure on the Property used for the storage of equipment and tools.

**6. DENSITY LIMITATIONS**

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

**7. NOTICE, APPROVAL AND DISCRETIONARY CONSENT**

In order to monitor compliance with the Conservation Purposes, Owner shall notify (hereinafter "Owner's Notice") Grantee, in writing, no less than sixty (60) days prior to undertaking any activities prohibited under Paragraph 4 but deemed consistent with the Conservation Purposes of this Easement and desirable due to unforeseen or changed circumstances. Grantee shall notify Land Trust Beneficiary of the receipt of Owner's Notice and will consider any comments timely received from Land Trust Beneficiary. Owner's Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable Grantee to make informed judgments as to its consistency with the Conservation Purposes of this Easement. Grantee may give its permission only if it determines that such activities: (1) do not violate the Conservation Purposes of this Easement; and (2) either enhance or do not impair any significant conservation interests associated with the Easement Area. Grantee's approval or disapproval must be in writing and should be given to Owner within sixty (60) days of receipt of Owner's Notice. Grantee's failure to respond within the above-referenced sixty (60) day period shall be deemed a denial of Owner's request. In no event, however, shall Grantee approve any activities that would result in the termination of this Easement or the development of any residential, commercial or industrial structures within the Easement Area.

**8. SUBDIVISION OF PROPERTY**

No subdivision of the Easement Area and/or Property is permitted, including but not limited to the subdivision of the Easement Area from the Building Envelope.

**9. GRANTEE'S REMEDIES**

A. Notice of Violation; Corrective Action. If Grantee determines that Owner is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Owner of such violation and demand that Owner undertake corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, that Owner restore the portion of the Easement Area so injured. Grantee shall provide a copy of all such Notices to Land Trust Beneficiary.

B. Injunctive Relief. If Owner fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement including damages for the loss of Conservation Values and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

C. Damages. Without limiting Owner's liability therefore, Grantee, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the Easement Area.

D. Emergency Enforcement. If Grantee in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Paragraph 9 without prior notice to Owner or without waiting for the period provided for cure to expire, provided Grantee notifies Owner by phone or electronic facsimile immediately prior to pursuing its remedies under this Paragraph.

E. Scope of Relief. Grantee's rights under this Paragraph 9 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Owner agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Owner, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Owner's violation of the terms of this Easement shall be borne by Owner.

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

H. Waiver of Certain Defenses. Owner hereby waives any defense of laches, estoppel, and prescription.



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

## **10. OWNER'S OBLIGATIONS**

A. Costs and Liabilities. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and Easement Area, including the maintenance of adequate comprehensive general liability insurance coverage. Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Owner.

B. Taxes. Owner agrees to pay any and all real estate taxes or other assessments levied on the Property and Easement Area, including but not limited to realty transfer taxes associated with the conveyance of this Easement. If Owner becomes delinquent in payment of said taxes or assessments, such that a lien created against the Property and/or Easement Area is to be executed upon, Grantee, at their option, shall, after written notice to Owner, have the right to purchase and acquire Owner's interest in the Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect Grantee's interest in the Property and to assure the continued enforceability of this Easement.

C. Environmental Compliance. Owner represents and warrants, after reasonable investigation and to the best of Owner's knowledge that there is no substance defined, listed, or otherwise classified pursuant to any Federal, State, local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, other than licensed agricultural chemicals, that exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, or from or across the Property.

D. Hold Harmless. Owner hereby releases and agrees to hold harmless, indemnify, and defend Grantee, Land Trust Beneficiary, their members, supervisors, managers, trustees, directors, officers, employees, agents, and contractors and the heirs, personal representative, successors, and assigns of each (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause; (2) the violation or alleged violation of, or other failure to comply with, any State, Federal, or local law, regulation, or requirement, including, without limitation, CERCLA, (or successor toxic waste or hazardous substance laws or regulations) by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the obligations specified in Paragraphs 11.A, 11.B above; and (4) the existence or administration of this Easement and/or the maintenance and/or monitoring of the Easement Area.

**11. EXTINGUISHMENT, CONDEMNATION, AND PROCEEDS**

A. Extinguishment. If circumstances arise in the future such as to render the Conservation Purposes of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Pennsylvania law at the time, in accordance with Paragraph 11(C). Grantee shall use all such proceeds in a manner consistent with Conservation Purposes. Grantee, Owner, and any successors in interests, shall exhaust all legal remedies in order to preserve and protect the conservation purposes of this Easement. Owner shall cooperate with Grantee in Grantee's performance of its obligations under this Paragraph 11(A).

B. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

C. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, and for the purposes of Paragraph 11, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this Easement shall be determined by a qualified appraisal in keeping with the requirements of Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purpose of this Paragraph 12.C, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

**12. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Easement would be appropriate in furtherance of the Conservation Purposes, Owner and Grantee may amend this Easement; provided that the amendment is approved by Grantee and Land Trust Beneficiary, and provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws. Any amendment shall be consistent with the Conservation Purposes of this Easement, and shall not adversely affect its perpetual duration. Any such amendment shall be recorded in the official records of Bucks County, Pennsylvania.

**13. ASSIGNMENT OF GRANTEE'S INTEREST**

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization or government entity that is able to enforce the restrictions contained herein. If assigned to a private organization, such an organization must at the time of transfer be a Qualified Organization under Section 170(h)(3) of the Internal Revenue Code and one which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Grantee shall require that the Conservation

Values this Easement is intended to preserve will be protected and any necessary management and monitoring activities will be carried out by transferee.

**14. SUBSEQUENT TRANSFERS**

Owner agrees to and shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Owner further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Owner to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**15. MAINTENANCE AND ASSESSMENT OBLIGATIONS OF GRANTEE**

Neither Grantee nor Land Trust Beneficiary shall be under any obligation to maintain the Property, Easement Area or any portion thereof, or to pay taxes or assessments thereon. Any action by Grantee or Land Trust Beneficiary such as maintenance of the Easement or any other act by Grantee or Land Trust Beneficiary to protect the Easement, Easement Area, or the Property shall be deemed merely a gratuitous act which shall create no obligation on the part of Grantee or Land Trust Beneficiary.

**16. STATEMENT OF COMPLIANCE**

Owner hereby agrees to request in writing at least thirty (30) days prior to the sale, transfer, or long term (ten years or more) lease of the Property, or any portion thereof, a written instrument from Grantee stating that Owner is in compliance with the terms and conditions of this Easement, or if Owner is not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Grantee agrees in such cases to acknowledge, execute, and deliver to Owner and any mortgagee, transferee, purchaser, or lessee such a written instrument concerning compliance within thirty (30) days of written request from Owner. Owner shall provide a copy of Grantee's compliance statement to any purchaser, mortgagee, lessee, or assignee. Any costs incurred by Grantee in determining compliance and advising Owner as to compliance or costs incurred as a result of Owner's failure to notify Grantee of transfer, sale assignment, or lease of the Property, or any portion thereof, shall be paid by Owner, their heirs, successors or assigns.

**17. NOTICES**

All notices, requests, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by nationally recognized overnight carrier, U.S. certified mail, return receipt requested, postage prepaid, addressed to the appropriate party or successor in interest at the address most recently provided or to such other address as either party from time to time shall designate by written notice to the other.

To Owner: Gunther and Diana Etzler  
P.O. Box 184  
2386 E. Rock Rd.  
Perkasie, PA 18944

To Grantee: East Rockhill Township  
1622 Ridge Road  
Perkasie, PA 18944

To Land Trust Beneficiary: Heritage Conservancy  
85 Old Dublin Pike  
Doylestown, PA 18901

**18. RECORDATION**

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

**19. GENERAL PROVISIONS**

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Pennsylvania.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Open Space Lands Act, the Keystone Recreation Act and the Conservation Easements Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements, relating to the Easement, all of which are merged herein. No alternation or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 13.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Owner's title in any respect.

F. Joint Obligation. The obligations imposed by this Easement upon Owner shall be joint and several.

G. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

H. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

J. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

**IN WITNESS WHEREOF** Owner, Grantee and Land Trust Beneficiary, intending to be legally bound hereby, have set their hands and seals on the day and year first above written.

GRANTOR/OWNER:

\_\_\_\_\_  
Gunther Etzler

\_\_\_\_\_  
Diana Etzler

Attest: \_\_\_\_\_  
Name: Marianne Morano  
Title: Manager

By: \_\_\_\_\_  
Name: David R. Nyman  
Title: Chairman

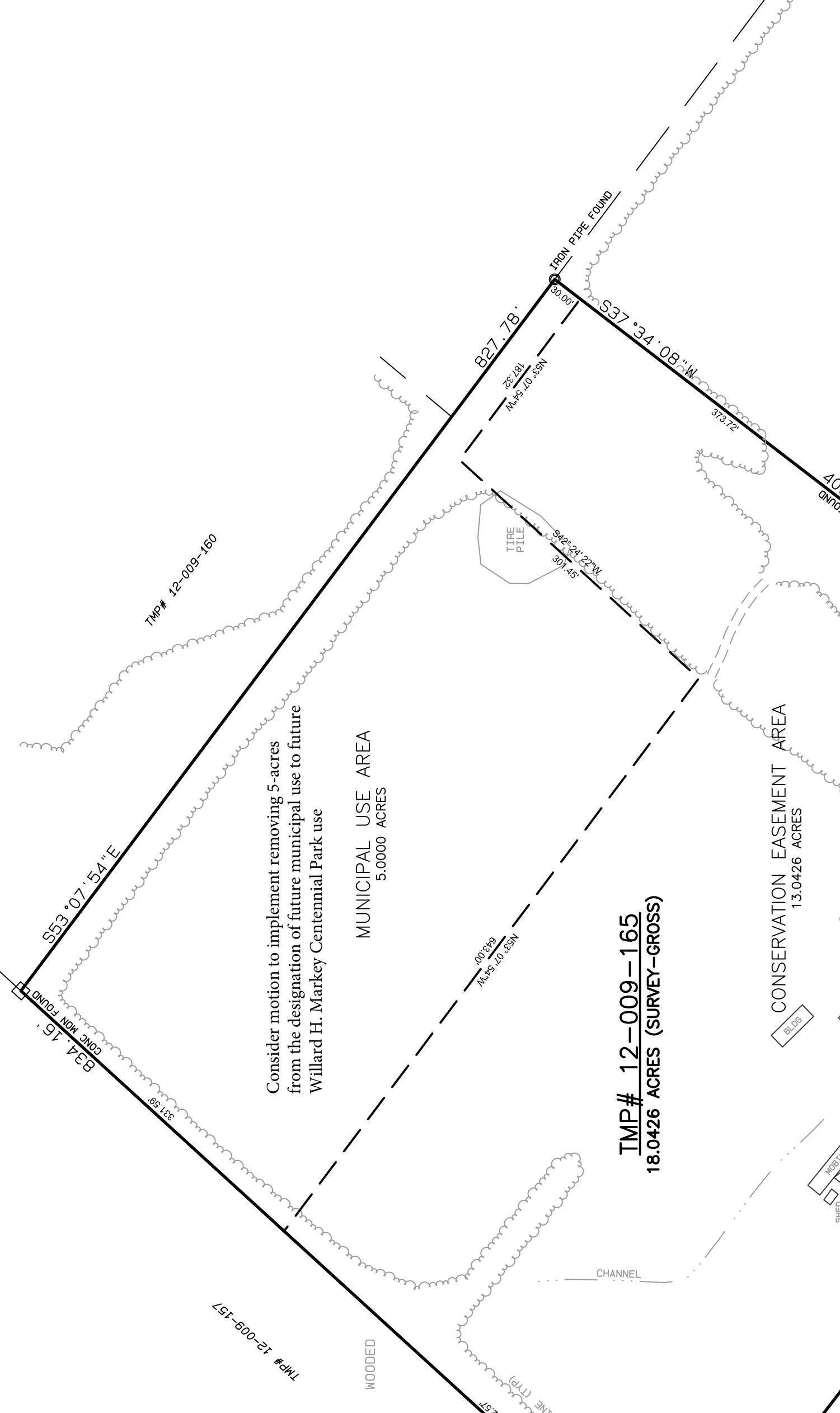
Land Trust Beneficiary :

HERITAGE CONSERVANCY, INC.

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

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

# Declaration of a Conservation Easement



Consider motion to implement removing 5-acres from the designation of future municipal use to future Willard H. Markey Centennial Park use

**TMP# 12-009-165**  
**18.0426 ACRES (SURVEY-GROSS)**

MUNICIPAL USE AREA  
5.0000 ACRES

CONSERVATION EASEMENT AREA  
13.0426 ACRES

WOODDED

CHANNEL

TIRE PILE

IRON PIPE FOUND

CONC MGN FOUND

BLDG

MOBTL  
SHEE