



Meeting Packet

**Board of Supervisors
September 12, 2022**



ACTION ITEMS



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: September 12, 2022

I MOVE THAT: The Board approve a Deed of Easement with Chalfont-New Britain Township Joint Sewer Authority for a township owned parcel, per the attachments.

Presented By: _____

Seconded By: _____

Prepared by and Return To:

Joseph M. Bagley, Esquire
Bagley Law, LLC
890 Wooded Pond Road
Ambler, PA 19002

T.M.P. No. 26-27-6

DEED OF EASEMENT

THIS AGREEMENT is made this _____ day of _____, 2022 between **NEW BRITAIN TOWNSHIP**, with an address of 207 Park Avenue, Chalfont, Bucks County, Pennsylvania 18914 (hereinafter collectively called "GRANTOR") and the **CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWAGE AUTHORITY**, a municipal authority of the Commonwealth of Pennsylvania, (hereinafter called "GRANTEE").

WHEREAS, the GRANTOR is owner of a certain tract of land situated in New Britain Township, Bucks County, Pennsylvania, more particularly identified as Bucks County Tax Parcel Number(s) 26-27-6, with frontage on Walden Way and on Sellersville Road, in New Britain Township, Bucks County, Pennsylvania (hereinafter called "PARCEL"); and

WHEREAS, in conjunction with a project of GRANTEE, GRANTEE will construct a sanitary sewer line across a portion of the Parcel (hereinafter called "SEWER LINE"); and

WHEREAS, said SEWER LINE will be operated and maintained by GRANTEE;

NOW, THEREFORE, in consideration of the mutual promises, and intending to be legally bound hereby, the parties hereto covenant and agree as follows.

1. GRANTEE shall pay to GRANTOR, for the easement hereinafter described, the sum of One Dollar (\$1.00), receipt of which GRANTOR hereby acknowledges.

2. GRANTOR hereby grants and conveys to GRANTEE, its successors and assigns, all rights, title and interest in an easement twenty (20') feet in width on, over, through and under the lands hereinafter described, along the route designated on the attached plan as necessary to lay, install, construct, operate, replace, renew, repair and maintain said SEWER LINE and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the GRANTEE of the said right, title or interest of the easement, and for the exercise of said rights

and privileges to lay, install, construct, replace, renew, repair and maintain said SEWER LINE, with accessories and appurtenances, including surface markers and access manholes and including, but not limited to, the right to clear and keep cleared all trees and obstructions from the surface of the said easement.

3. The said lands along, in and under which the right, title, interest and easement above mentioned are granted and conveyed, are described by metes and bounds in the legal description attached hereto as Exhibit "A" and depicted on the plan attached hereto as Exhibit "B", which Exhibits are incorporated herein by reference.

4. The said title, right, interest and easement herein acquired by the GRANTEE for the laying, installation, construction, replacement, operation, repair, renewal and maintenance, of said SEWER LINE, accessories and appurtenances, are defined and limited as follows:

- a. The permanent occupation and use of such area underground as shall be required for the laying, installation, construction, joiner, anchorage, support and maintenance of the SEWER LINE, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, and other accessories and appurtenances;
- b. The permanent occupation and use of such surface area as shall be required for the said manholes and other accessories and appurtenances, including markers; and
- c. GRANTEE'S occupation and use of an additional temporary construction easement as shall be needed for the construction of the SEWER LINE and other accessories and appurtenances until such time that the SEWER LINE project is declared complete by the GRANTEE'S engineer; such surface area not to exceed twenty (20') feet in width on one side of the permanent SEWER LINE easement, as described in the legal description attached hereto as Exhibit "A" and as shown on the Plan attached hereto as Exhibit "B", said area to be entered upon and accessed only along said line of SEWER LINE easement.

5. To have and to hold the said perpetual easement granted unto GRANTEE, its successors and assigns, to and for its and their use, as specified herein forever.

6. GRANTEE shall, in connection with the exercise of any rights under the aforesaid, restore the surfaces of the easement area in a reasonable and practical manner to its contour and condition as existed prior to the exercise of any said rights, and shall also restore the easement area with topsoil and seeding.

7. GRANTOR is to have full use and enjoyment of said easement except for the purposes granted said GRANTEE. GRANTOR shall not construct nor permit to be constructed any house, structure or obstructions on or over the SEWER LINE or that will interfere with the construction, maintenance or operation of the SEWER LINE or related facilities, and GRANTOR will not change the grade over the SEWER LINE.

8. GRANTEE agrees to permit GRANTOR to connect to the SEWER LINE, at a point deemed appropriate by GRANTOR. GRANTEE shall add a lateral stub to the SEWER LINE for said connection. GRANTOR may connect to the SEWER LINE at no cost to GRANTOR, except for the actual cost of the lateral construction. GRANTOR shall comply with all standard rules and regulations for connection of the lateral.

9. GRANTEE agrees to indemnify and save harmless GRANTOR from any claims or costs incurred as a result of the installation of the SEWER LINE by GRANTEE on the lands of GRANTOR, except those caused by the negligence or misconduct of GRANTOR, its employees, agents, or contractors.

10. GRANTOR agrees to execute such other documents as are reasonably necessary to implement and record the conveyance of all the rights and interests to GRANTEE contemplated by this Deed.

11. The parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said easement.

12. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

13. With respect to the matters contained herein, this Deed of Easement constitutes the sole and complete understanding and agreement of the parties hereto. The Deed supersedes any prior agreement, discussions or representations and may not be modified except in a writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

GRANTEE:
Chalfont-New Britain Township Joint Sewage
Authority

GRANTOR:
New Britain Township

By: _____

Chairman

By: _____

Chairman

Attest: _____

Secretary

Attest: _____

Secretary

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF BUCKS .

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of New Britain Township Board of Supervisors and that he, as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:_____

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF BUCKS .

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of New Britain Township Board of Supervisors and that he, as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:_____

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF BUCKS :

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of Chalfont-New Britain Township Joint Sewage Authority and that he, as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:_____

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF BUCKS :

On this, the _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the _____ of Chalfont-New Britain Township Joint Sewage Authority and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT

SANITARY SEWER EASEMENT

TMP 26-27-6

N/L TOWNSHIP OF NEW BRITAIN

NEW BRITAIN TOWNSHIP, BUCKS COUNTY

DESCRIPTION OF ALL THAT CERTAIN 20-foot-wide strip of land situate in New Britain Township, Bucks County, Commonwealth of Pennsylvania, for a Sanitary Sewer Easement, bounded and described in accordance with an Easement Plan prepared for Chalfont-New Britain Township Joint Sewage Authority, TMP 26-27-6, N/L Township of New Britain, as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated November 10, 2021, last revised December 2, 2021.

BEGINNING at a point, said point being the southernmost corner of lands of N/L Township of New Britain (TMP 26-27-6), said point also being the common corner of lands of N/L Eugene Jasin and Marilyn Inman (TMP 26-1-71) and lands of N/L Township of New Britain (TMP 26-27-6); thence from said point of BEGINNING, along the common property line of lands of N/L Eugene Jasin and Marilyn Inman (TMP 26-1-71) and lands of N/L Township of New Britain (TMP 26-27-6) N 51° 00' 00" W, 179.35 feet to a point; thence through the lands of N/L Township of New Britain the following six (6) courses and distances: 1) N 25° 23' 27" W, 199.44 feet to a point; thence 2) N 54° 11' 15" E, 88.99 feet to a point; thence 3) S 43° 24' 19" E, 20.18 feet to a point along an existing sanitary sewer easement; thence 4) S 54° 11' 15" W, 75.00 feet to a point; thence 5) S 25° 23' 27" E, 178.24 feet to a point; thence 6) S 51° 00' 00" E, 174.63 feet to a point, said point being on the common property line of lands of now or late Twin Maple Homeowners Assn. (TMP 26-27-33) and lands of now or late Township of New Britain (TMP 26-27-6); thence along this common property line S 38° 30' 00" W, 20.00 feet to the first mentioned point and place of BEGINNING.

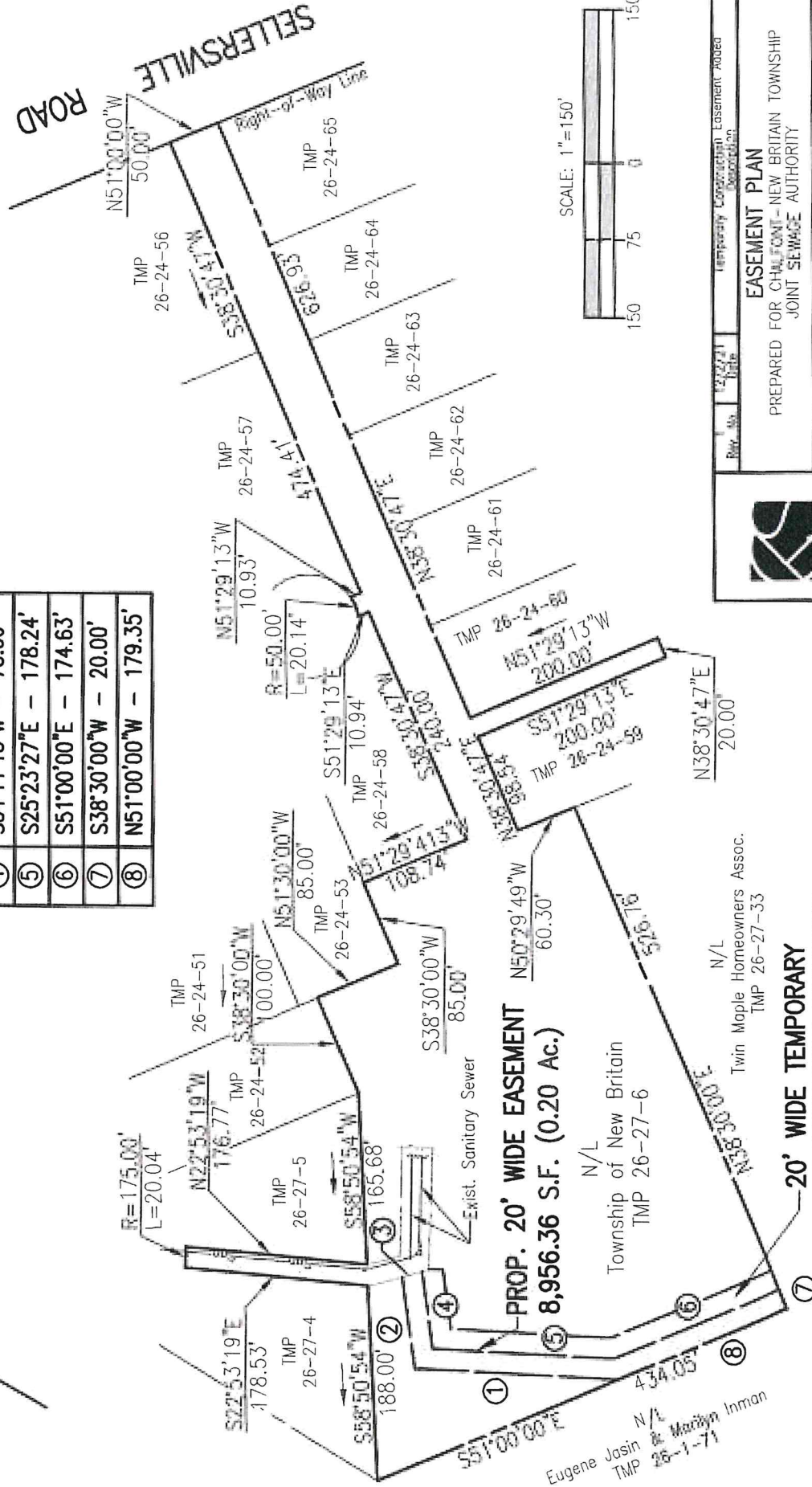
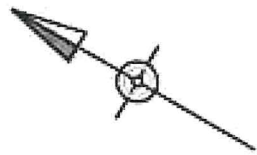
CONTAINING 8,956.36 sf more or less.

SUBJECT to an additional 20-foot-wide temporary construction easement as shown on the Easement Plan.

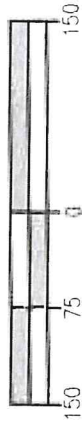
EXHIBIT B
PLAN SHOWING DESCRIBED EASEMENT


METES AND BOUNDS LEGEND

No.	BEARING/DISTANCE
①	N25°23'27"W - 199.44'
②	N54°11'15"E - 88.99'
③	S43°24'19"E - 20.18'
④	S54°11'15"W - 75.00'
⑤	S25°23'27"E - 178.24'
⑥	S51°00'00"E - 174.63'
⑦	S38°30'00"W - 20.00'
⑧	N51°00'00"W - 179.35'



SCALE: 1" = 150'





450 W. ...
Suite 202
Columbus, OH 43260
614.885.1100
www.cksengineers.com

Blk. No.	12271	Lot No.	1	Temporary Construction Easement noted
EASEMENT PLAN				
PREPARED FOR CHALFONT-NEW BRITAIN TOWNSHIP JOINT SEWAGE AUTHORITY				
Township of New Britain N/L Bucks County, Pennsylvania				
Date:	11/10/21	Scale:	1" = 150'	Plan No.
		Drawn By:	CJ	9233
		Checked By:	MFG	1 OF 1

NOTE:
METES AND BOUNDS FOR TMP 26-27-6 AS SHOWN HEREON
TAKEN FROM DEED AS RECORDED IN THE BUCKS COUNTY
RECORDER OF DEEDS OFFICE IN DEED BOOK 2131, PAGE 62.



**TOWNSHIP OF NEW BRITAIN
BUCKS COUNTY, PA**

BOARD MOTION

Date: September 12, 2022

I MOVE THAT: The Board approve Resolution 2022-15: 2022 Budget Amendment, per the attachments.

Presented By: _____

Seconded By: _____



MEMO

TO: Matt West, Township Manager & Board of Supervisors
FROM: Michael Walsh, Assistant Manager
DATE: September 7, 2022
RE: Resolution 2022-15: 2022 Budget Amendment

The Board of Supervisors has authorized the additional hiring of two new employees a Director of Planning & Zoning and a part-time Event Coordinator for the Township's Administrative staff. These new employees will need computers and other hardware. In addition to computers and hardware for the new hires, the Board authorized a professional services contract with Corbett, Inc., at the August 15, 2022, Business Meeting, for \$14,675 to redesign the administrative offices.

Resolution 2022-15 will reallocate funds, initially set aside for creating a new Township Website, to cover the cost of the Corbett, Inc. professional services contract and the purchase of computers and other hardware for the new employees. This money is available and will not be expended on a new website because Township staff built a new website.

Staff Recommendation:

The Board should approve Resolution 2022-15: 2022 Budget Amendment, per the attachment, to reallocate funds to cover the above referenced expenses.

**Resolution 2022-15
NEW BRITAIN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW BRITAIN TOWNSHIP
FORMALLY AMENDING THE F.Y 2022 BUDGET**

WHEREAS, it is prudent and sound fiscal management to periodically conduct a review of the New Britain Township budget; and

WHEREAS, the review provides an opportunity to examine projected revenues and expenses; and

WHEREAS, the review was conducted and it is recommended the following budget adjustments and/or amendments are proposed to reflect changes in fiscal management:

Reduce the amount of \$25,000.00 from Account #01.400.742 Website; and

Increase the amount of \$15,000.00 to Account #01.409.370 Building Maintenance and Repairs to pay for re-design of Administrative Offices by Corbett Inc. and \$10,000 to Account #01.400.740 Major Equipment Lease/Purchase to purchase technology for employees.

NOW, THEREFORE, BE IT RESOLVED, this 26th day of September 2022, by the New Britain Township Board of Supervisors that the Treasurer is authorized and directed to make the afore referenced Budget adjustments.

NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS

Gregory T. Hood, Chair

William B. Jones, III, Vice Chair

Cynthia M. Jones, Member

Matt West, Township Manager

MaryBeth McCabe, Esq., Member

Stephanie Shortall, Member