

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011-01

REORGANIZATION

WHEREAS; Article VI, Section 602 of the Commonwealth of Pennsylvania Second Class Township Code requires the Board of Supervisors to reorganize annually, make certain appointments and schedule meetings for the purpose of governing each year, the following positions shall be appointed for the year **2011**:

Township Manager: David R. Burman
Secretary: David R. Burman
Assistant Township Manager: Eunice C. Kriebel
Treasurer: Eunice C. Kriebel
Assistant Secretary: Eunice C. Kriebel
Road Master: Thomas Bookheimer
Zoning Officer: Tiffany Loomis
Township Engineer: Joseph Nolan, P.E., CKS Engineers, Inc.
Assistant Zoning Officer: Joseph Nolan, P.E.
Assistant Zoning Officer: Russell Davis, Keystone Municipal Services, Inc.
Building Code Official: Russell Davis, Keystone Municipal Services, Inc.
Township Solicitor: James J. Garrity
Zoning Hearing Board Solicitor: Robert Brant
Vacancy Board Chairman: Gordon Todd
Delegates to the Annual PSATS Convention: Board of Supervisors, Township Manager
Voting Delegate to the Annual PSATS Convention: Arthur Bustard
Zoning Hearing Board Member: Michael Libor
Zoning Hearing Board Alternate: Caesar Gambone
Planning Commission Member: Paul Ziegler

And the following 2011 Holiday Schedule shall be adopted:

New Year's Day	(Observed) Friday, December 31, 2010
Presidents' Day	Monday, February 21, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Thanksgiving Day	Thursday, November 24, 2011
Day after Thanksgiving	Friday, November 25, 2011
Christmas Day	Monday, December 26, 2011

New Year's Eve
New Year's Day

No Holiday Observed This Year
Monday, January 2, 2012

And the following Board of Supervisors Meeting Dates For 2011 shall be adopted:

The Worcester Township Board of Supervisors will hold its regular 2011 meetings at **7:30 P.M.** prevailing time on the following dates in the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, PA unless due notice is given otherwise.

Wednesday, January 19, 2011
Wednesday, February 16, 2011
Wednesday, March 16, 2011
Wednesday, April 20, 2011
Wednesday, May 18, 2011
Wednesday, June 15, 2011
Wednesday, July 20, 2011
Wednesday, August 17, 2011
Wednesday, September 21, 2011
Wednesday, October 19, 2011
Wednesday, November 16, 2011
Wednesday, December 21, 2011

The Worcester Township Board of Supervisors will hold its Regular 2011 Work Session Meetings at **9:00 A.M.** prevailing Time in the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, PA unless due notice is given otherwise.

Monday, February 7, 2011
Monday, March 7, 2011
Monday April 4, 2011
Monday, May 2, 2011
Monday, June 6, 2011
Tuesday, July 5, 2011
Monday, August 1, 2011
Tuesday, September 6, 2011
Monday, October 3, 2011
Monday November 7, 2011
Monday, December 5, 2011

And the following Depositories for Township Funds shall be designated:


First Niagara Bank
Union National Bank – Uninvest
PLGIT
TD Bank

Be It Resolved This 3rd Day Of January, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011-02

AUTHORIZATION FOR APPROVING FIRE DEPARTMENT ACTIVITIES

WHEREAS, the Worcester Township Volunteer Fire Department has requested permission to engage in the following ancillary activities:

1. Picnics
2. Bar-B-Ques, and in particular:
Worcester Volunteer Fire Department Annual 5K Race, Worcester Volunteer Fire Department Annual Chick Barbecue, Parades (including the annual Santa Claus community visit)
3. Worcester Volunteer Fire Department Ladies Craft Show, November, Worcester Volunteer Fire Department Santa Visits Township, December 2011.
4. Provide aide and traffic control for the Montgomery County annual flu shots.

WHEREAS, the Board of Supervisors of Worcester Township recognizes the importance of these ancillary activities, authorization is also granted for the Fire Department and Fire Police to assist other Montgomery County Fire Departments and other community organizations in any traffic and crowd control needed at emergencies and civic activities. Special authorization for crowd control upon verbal approval of at least one Supervisor can be granted upon request of a Township business or resident as deemed necessary for emergency or safety situations. When doing any of the aforementioned duties, they shall be considered to have been done at the specific request of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors approved and authorizes the Fire Department to participate in the above activities

in addition to those activities recognized and designated under 73 P.S., 601(a)(1) of the Pennsylvania Worker's Compensation Act; and further

In accordance with this authorization the Fire Department may only participate in the above-approved ancillary activities through December 31, 2011, after which time the Worcester Township Board of Supervisors will review the ancillary activities.

APPROVED, this 3rd of January, 2011 by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011-03

THE UNDERSIGNED IS THE DULY APPOINTED CHAIRMAN OF THE BOARD OF SUPERVISORS, WORCESTER TOWNSHIP (THE TOWNSHIP)". THE UNDERSIGNED ATTESTS THAT THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP ON THE 19TH DAY OF JANUARY, 2011, AT A DULY HELD MEETING OR OTHERWISE IN ACCORDANCE WITH APPLICABLE STATE LAW AND HAS NOT BE REVOKED OR AMENDED.

WORCESTER RESOLUTIONS


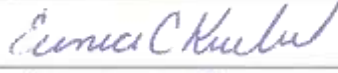

RESOLVED, that the person or persons executing the Uninvest Visa Business Rewards Credit Card Application (the "Application") are current officers of the Township and are hereby authorized to execute the Application and that each of the persons listed on the Application as Authorized Users are current officers or employees of the Township who are authorized in the name of the Township to perform business transactions.

FURTHER RESOLVED, that the undersigned are authorized and directed to certify to Uninvest the adoption of these Resolutions, and the name(s) and title(s) and specimen signature(s) of the present officer(s) or employee(s) of the Township contained in the Application, and from time to time as changes in such personnel are made, to certify immediately such changes to Uninvest, and the name(s) and title(s) and specimen signature(s) of the new personnel.

FURTHER RESOLVED, that this Resolution shall be conclusively deemed to be in addition to and shall not be deemed to revoke, rescind, modify, or otherwise affect, any other resolutions heretofore delivered to Uninvest on behalf of the Township.

FURTHER RESOLVED, that any and all actions heretofore taken by officer(s) of the Township in connection with or relating to the Account be and they are hereby ratified and

confirmed as the proper and binding actions of the Township, and the terms of the Application and Agreement are approved and authorized and are binding upon the Township.

Print Name(s) of Authorizing Officer(s):	Signature(s) of Authorizing Officer(s):	Date:
<u>David R Burman</u>	<u></u>	<u>1/20/2011</u>
<u>Eunice C. Kriebel</u>	<u></u>	<u>1/20/11</u>
<u>Thomas N. Bookheimer</u>	<u></u>	<u>1/24/11</u>

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors approved and authorizes the Uninvest Visa Business Rewards Credit Card Application.

APPROVED, this 19th of January, 2011 by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP


ARTHUR C. BUSTARD, CHAIRMAN


SUSAN G. CAUGHLAN, VICE CHAIR


STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011- 04
Rhoads Subdivision – 2062 Weber Road

PRELIMINARY / FINAL SUBDIVISION APPROVAL

WHEREAS, J. DAVID and MARGARET RHOADS and RHOADS REAL ESTATE VENTURES (collectively, "Owners") submitted a subdivision application for two adjoining tracts of land situate in Worcester Township ("Property"), which are more particularly shown on a plan prepared by Woodrow & Associates, Inc. consisting of one (1) sheet dated August 6, 2010 with a final revision date of November 3, 2010 (the "Plan"), setting forth the proposed lot line adjustment and the creation of a new lot; and

WHEREAS, the purpose of the subdivision is to create one single-family flag lot from the two tracts owned by Owners; and

WHEREAS, the Owners desire to obtain preliminary/final subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants final approval of the land development as shown on the Plans described herein, the Stormwater Management Report and Erosion and Sediment Control Narrative subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:

a. Section 130-28 and Section 130-33.G requiring lot landscaping and perimeter buffers. Relief from providing lot landscaping and perimeter buffers is hereby granted due to the amount of existing trees and vegetation on the Property.

b. Section 130-16.C.6.A, Section 130-18.A(1) and Section 130-18.B requiring road widening, curbing and sidewalk improvements along Berks Road and Weber Road.

c. Section 130-33.C requiring an existing resources and site analysis plan for the existing lots and locations within 500 feet of the Property.

d. Section 130-33.C.2 requiring the submission of an aerial photograph of the Property.

e. Section 130-33.C.3 requiring that the Plan depict natural features on the Property and within 500 feet of the Property. A partial waiver is granted consistent with the Plan. The Plan shows existing features within the area of the proposed lot sufficient to identify natural resources.

f. Section 130-33.C.3(k) requiring a scenic viewshed analysis of the Property.

2. Prior to the recording of the Plan, the Owners shall revise the Plan to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated November 12, 2010 and any subsequent review letters prepared by the Township Engineer, the entire contents of which are incorporated herein by reference.

3. Prior to recording the Plan, Owners shall provide the Township with a Cross-Access Easement ("Easement") between proposed Lot 3 and existing Lot 1. The Easement shall establish the respective rights with regard to the use of the existing driveway serving existing

Lot 1, a portion of which shown on the Plan as located within the "25 Ft. Wide Access Strip in favor of Lot 3". The Easement shall be reviewed and approved by the Township Solicitor and recorded simultaneously with the Plan. Owners shall revise the Plan to note the existence of the Easement to the satisfaction of the Township Engineer.

4. Prior to recording the Plan, Owners shall provide the Township with an easement agreement for the "Proposed 20-Foot Wide Access Easement to Lot 3 (0.45 Acres)" depicted on the Plan. The easement agreement shall be reviewed and approved by the Township Solicitor and recorded simultaneously with the Plan.

5. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plan, Notes to the Plan, and this Preliminary/Final Approval Resolution shall be borne entirely by the Owners and shall be at no cost to the Township.

6. Consistent with Sections 509(b) and 513(a) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and recording of the final plan(s) must all be accomplished within 90 days of the date of this Resolution unless a written extension is granted by the Township. The final plat or record plan shall not be signed nor recorded by the Township until the applicable fees have been paid. In the event the fees have not been paid and the final plans have not been recorded within 90 days of the date of this Resolution (or any written extension thereof), this contingent subdivision shall expire and be deemed to have been revoked.

7. Under the provisions of the Pennsylvania Municipalities Planning Code, Owners have the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by Owners. If the Township receives written notice of an appeal or rejection of any

of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on January 19, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011 - 05

FINAL SUBDIVISION APPROVAL

WHEREAS, JAJOPE, LLC ("Developer") is the owner and developer of a certain tract of land consisting of 10.2± acres situate in Worcester Township at the intersection of Morris Road and North Wales Road (the "Development"); and

WHEREAS, the Development is more particularly shown on plans prepared by Bohler Engineering, Inc., being plans consisting of nineteen (19) sheets dated March 10, 2006 with a final revision date of June 9, 2010 (the "Plans"); and

WHEREAS, a complete schedule of the Plans is attached hereto as Exhibit "A" and expressly made a part hereof; and

WHEREAS, the Plans received preliminary approval from the Board of Supervisors on February 5, 2007; and

WHEREAS, the Developer has previously obtained and supplied to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development; and

WHEREAS, the Developer desires to obtain final subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township hereby grants final approval of the Development as shown on the Plans described on Exhibit "A", subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:

a. Section 130-24.B.3.j requiring a minimum cover of three feet over storm drain pipes.

b. Section 130-28.G.7.f. regarding the location landscaping along the perimeter of drainage areas and detention basins.

2. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated November 22, 2010 and any subsequent review letters prepared by the Township Engineer, the entire contents of which are incorporated herein by reference.

3. Prior to recording the Plans, Developer shall provide verification that the North Wales Water Authority has approved the proposed public water facilities.

4. Prior to recording the Plans, Developer shall resolve to the satisfaction of the Township Engineer the inconsistencies between the Plans and PADOT Highway Occupancy Permit Plans for the Development with regard to information concerning the wearing, binder and base course materials and the mill and overlay requirements.

5. Prior to recording the Plans, Developer shall revise the Plans to clearly define the limits of the Developer's work along Morris Road and North Wales Road and include a reference on the Plans to the PADOT Highway Occupancy Permit Plans.

6. Prior to recording the Plans, Developer shall provide the Township with a Highway Occupancy Permit for the roadway improvements along both North Wales Road and Morris Road.

7. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement (“Agreement”) with Worcester Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Supervisors and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

8. Prior to recording the Plans, Developer shall provide the Township with a Cross-Access Easement (“Easement”) for the shared driveway for proposed Lots 3 and 4. The Easement shall establish the respective rights with regard to the use of the proposed shared driveway. The Easement shall be reviewed and approved by the Township Solicitor and recorded simultaneously with the Plan.

9. Prior to recording the Plans, Developer shall submit documents to the Township verifying that the proposed Homeowners Association has been or will be formed, to the satisfaction of the Township Solicitor.

10. Although the maintenance of all detention basins, stormwater management facilities and surface stormwater drainage easements shall be the responsibility of the proposed Homeowners Association or the individual lot owners, Developer shall, prior to the Township recording the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the Homeowners

Association or the individual property owners, as appropriate) in the event that the maintenance responsibilities of the Homeowners Association or property owners are not fulfilled after reasonable notice to do so.

11. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans, the terms and conditions of the preliminary approval, the this Final Approval Resolution, and the above described Land Development and Financial Security Agreement, the entire contents of which are incorporated herein by reference.

12. Developer agrees minimize the removal of large trees between proposed Lots 2, 3 and 4.

13. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and notes to the Plans, the preliminary approval, this Final Approval Resolution and the Land Development and Financial Security Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

14. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development, including the existing trees to remain between proposed Lots 2, 3 and 4.

15. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows

under the Land Development and Escrow Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

16. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

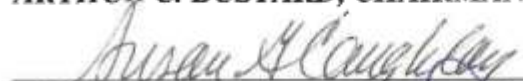
(Signature page follows)

APPROVED at the public meeting of the Worcester Township Board of Supervisors
held on March 16, 2011.

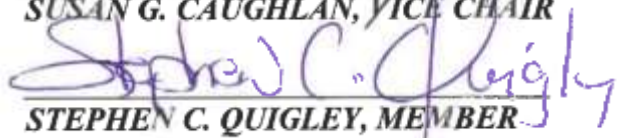
WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

<u>Sheet No.</u>	<u>Plan Title</u>	<u>Origination Date</u>	<u>Date Last Revised</u>
1 of 19	Cover Sheet	3/10/06	6/9/10
2 of 19	Record Plan	3/10/06	6/9/10
3 of 19	Existing Conditions/Demolition Plan	3/10/06	6/9/10
4 of 19	Vicinity Plan w/ Aerial	3/10/06	6/9/10
5 of 19	Grading Plan	3/10/06	6/9/10
6 of 19	Utility Plan	3/10/06	6/9/10
7 of 19	Profiles	3/10/06	6/9/10
8 of 19	Soil Erosion & Sediment Pollution Control Plan	3/10/06	6/9/10
9 of 19	Landscaping Plan	3/10/06	6/9/10
10-11 of 19	Soil Erosion & Sediment Pollution Control Details	3/10/06	6/9/10
12-14 of 19	Details	3/10/06	6/9/10
15 of 19	Details & Site Distance	3/10/06	6/9/10
16 of 19	Pre-Development Drainage Area Plan	3/10/06	6/9/10
17 of 19	Post-Development Drainage Area Plan	3/10/06	6/9/10
18 of 19	Inlet Drainage Area Plan	3/10/06	6/9/10
19 of 19	Post-Construction Stormwater Management Plan	3/10/06	6/9/10

EXHIBIT "A"

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011-06

WHEREAS, from time to time Township costs and expenses require the adjustment of Township fees.

NOW, THEREFORE, BE IT RESOLVED that the Worcester Township Board of Supervisors accepts and formally amends the fee schedule as set forth in Exhibit "A" which is attached hereto and made a part hereof.

APPROVED this 20th day of April 2011, by the Board of Supervisors of Worcester Township.


WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

Worcester Township 2010 Fee Schedule

A	Residential Building Permits	Fee
(1) New Dwelling Units		
	Per first 2,000 S.F. of combined floor areas measured outside	
(a)	wall to outside wall	\$ 600.00
(b)	Per each additional 500 S.F. or fraction thereof	\$ 50.00
(2) Impact Fees for New Dwellings		
(a)	North Transportation Service Area (Per Lot)	\$ 2,566.00
(b)	South Transportation Service Area (Per Lot)	\$ 2,728.00
(3) Sewer Tapping		
(a)	Flat Fee per Edu	\$ 3,500.00
(4) Building Additions & Renovations		
	Per first 500 S.F. of combined floor areas measured outside	
(a)	wall to outside wall	\$ 200.00
(b)	Per each additional 500 S.F. or fraction thereof	\$ 75.00
(5) Patio & Decks Greater than 30" above Grade and Less than 144 S.F.		
(a)	Flat Fee	\$ 50.00
(6) Patio & Decks Greater than 30" above Grade and 145 S.F. to 500 S.F.		
(a)	Flat Fee	\$ 75.00
(7) Patio & Decks Greater than 30" above Grade and Greater than 500 S.F.		
(a)	Per the first 500 S.F.	\$ 75.00
(b)	Per each additional 100 S.F. or fraction thereof	\$ 10.00
(8) Patio & Decks Less than 30" above Grade		
(a)	Zoning Permit	\$ 30.00
(9) Fire Suppression Systems, Standpipes - Hose Cabinets:		
(a)	Per the first \$1,000 of total cost	\$ 75.00
(b)	Per each additional \$1,000 or fraction thereof	\$ 10.00
(10) Fire Detection Systems		
(a)	Per the first \$1,000 of total cost	\$ 75.00
(b)	Per each additional \$1,000 or fraction thereof	\$ 10.00
(11) Re-roofing More than 25% Within 12 Months		
(a)	Per the first \$1,000 of total cost	\$ 20.00
(b)	Per each additional \$1000 or fraction thereof	\$ 10.00
(12) Accessory Structure over 500 S.F.		
	Per first 100 S.F. of combined floor areas measured outside wall to outside	
(a)	wall	\$ 70.00
(b)	Per each additional 100 S.F. or fraction thereof	\$ 10.00
(13) Energy Conservation Residential		
(a)	Flat Fee	\$ 25.00

Worcester Township 2010 Fee Schedule

B	Non- Residential Building Permits	Fee
(1) Resale U&O Inspection		
	Per first 5,000 S.F. of combined floor areas measured outside wall to outside	
(a)	wall	\$ 250.00
(b)	Per each additional 1,000 S.F. or fraction thereof	\$ 20.00
(2) New Buildings		
	Per first \$1,000 S.F. combined floor level area measured outside wall to	
(a)	outside wall	\$ 500.00
(b)	Per each additional 500 S.F. or fraction thereof	\$ 200.00
(3) Sewer Tapping		
(a)	Flat Fee per Edu	\$ 3,500.00
(4) Building Additions & Renovations		
	Per first 500 S.F. combined floor level area measured outside wall to outside	
(a)	wall	\$ 250.00
(b)	Per each additional 500 S.F. or fraction thereof	\$ 200.00
(5) Accessory Structures over 400 S.F. Enclosed Patios, Decks, & Porches		
	Per first 400 S.F. combined floor level area measured outside wall to outside	
(a)	wall	\$ 100.00
(b)	Per each additional 100 S.F. or fraction thereof.	\$ 10.00
(6) Accessory Buildings 400 S.F. and Under, Non-Enclosed Patios, Decks, & Porches		
	Per first 100 S.F. combined floor level area measured outside wall to outside	
(a)	wall	\$ 70.00
(b)	Per each additional 100 S.F. or fraction thereof	\$ 10.00
(7) Windows & Doors Requiring Structural Change including Driveway Gates		
(a)	Per first 5 units	\$ 75.00
(b)	Per each additional unit thereafter	\$ 10.00
(8) Fire Suppression Systems, Standpipes-Hose Cabinets & Fire Detection Systems		
(a)	Per the first \$1,000 of total cost	\$ 100.00
(b)	Per each additional \$1,000 or fraction thereof	\$ 25.00
(9) Fire Detection Systems		
(a)	Per the first \$1,000 of total cost	\$ 75.00
(b)	Per each additional \$1,000 or fraction thereof	\$ 10.00
(10) Re-roofing More than 25% Within 12 Months		
(a)	Per each \$1,000 of total cost plus or fraction thereof	\$ 20.00
(b)	Per each additional \$1000 or fraction thereof	\$ 10.00
(11) Energy Conservation Non-Residential		
(a)	Flat Fee	\$ 100.00

Worcester Township 2010 Fee Schedule

Recreational Facilities Permit		
Tennis, Basketball, Sport Courts, or Other Hard Surfaces		
C		Fee
	(a) Per S.F. of surface area	\$ 0.50
Mechanical Permits		
(Based on Cost of Construction)		Fee
D		
	(1) Mechanical New	
	(a) Per first \$1,000 of total cost	\$ 50.00
	(b) Per each additional \$1,000 of fraction thereof	\$ 10.00
Electrical Permits		
(Based on Cost of Construction)		Fee
E		
	(1) Electrical New	
	(a) Per first \$1,000 in total cost	\$ 50.00
	(b) Per each additional \$1,000 or fraction thereof	\$ 10.00
Plumbing Permits		
(Based on Cost of Construction)		Fee
F		
	(1) Plumbing - New or Alterations	
	(a) Per the first 5 plumbing fixtures	\$ 75.00
	(b) Per each additional plumbing fixture thereafter	\$ 5.00
	(2) Plumbing - Miscellaneous	
	(a) Per the first \$1,000 of cost	\$ 75.00
	(b) Per each additional \$1,000 or fraction thereof	\$ 10.00
	(3) Plumbing - Ext Water Service (New or Replacement)	
	(a) Flat Fee	\$ 50.00
	(4) Plumbing - Sewer Lateral (New or Replacement)	
	(a) Flat Fee	\$ 100.00
Retaining Wall Permits		
(Based on Cost of Construction)		Fee
G		
	(1) Retaining Walls over 4' in Height and Fences over 6'	
	(a) Per the first 500 running feet	\$ 50.00
	(b) Per each additional 100 feet or fraction thereof	\$ 10.00
Cellular & Radio Antennas Permits		
(Based on Cost of Construction)		Fee
H		
	(1) Cellular and Radio Antennas over 50' in Height	
	(a) Flat Fee	\$ 250.00
PA State Permit		
(Based on Cost of Construction)		Fee
I		
	(a) Flat Fee	\$ 4.00

Worcester Township 2010 Fee Schedule

J	Driveway Permit	Fee
(a)	Flat Fee	\$ 40.00
K	Pools, Spas, & Hot Tub Permits	Fee
(a)	Per S.F. of water surface area	\$ 0.50
L	Demolition Permit	Fee
(a)	Per building demolished	\$ 300.00
M	Plan Review & Accessibility Inspection Fees for Permits	Fee
(1)	3rd Party Plan Review	
(a)	Cost + 15% Administrative Fee	TBD
(2)	Accessibility Plan Review & Related Inspections	
(a)	Flat Fee	\$ 250.00
(3)	Accessibility Fire & Panic Inspections (Periodic)	
(a)	Flat Fee	\$ 25.00
N	Inspection Penalties	Fee
(a)	Failure to provide 24 hours notice of inspection cancellation (Per Occurrence)	\$ 50.00
(b)	Not ready for inspection (Per Occurrence)	\$ 50.00
(c)	Failure to correct deficiencies found after 2 inspections (Per Occurrence)	\$ 50.00
(d)	Work performed without proper inspection as per Township Ordinance	\$ 50.00
(e)	2nd offense of work performed without proper inspection as per Township Ordinance	\$ 100.00
O	Zoning Permits - Code Enforcement	Fee
(1)	Fencing	
(a)	Zoning Permit	\$ 30.00
(2)	Patio & Decks Less than 30" above Grade	
(a)	Zoning Permit	\$ 30.00
(3)	Placing, Moving, or Relocation Accessory Structures	
(a)	Zoning Permit	\$ 30.00
(4)	Moving/ Relocation of Structures over 500 S.F. (Not to Include First Time Pre-Fab Homes)	
(a)	Per first 1,000 S.F. of combined floor area measured outside wall to outside wall	\$ 100.00
(b)	Per each additional 500 S.F. or fraction thereof	\$ 10.00

Worcester Township 2010 Fee Schedule

P	Zoning Application Fees - Code Enforcement	Fee
(1) Zoning Hearing Board Application - Residential Variance		
(a)	Application Fee	\$ 500.00
(b)	Postponement/ Continuance	\$ 250.00
(2) Zoning Hearing Board Application - Non-Residential Variance		
(a)	Application Fee	\$ 1,200.00
(b)	Postponement/ Continuance	\$ 600.00
(3) Zoning Hearing Board Application - Appeal		
(a)	Flat Fee	\$ 2,500.00
Q	Board of Appeals Fees	Fee
(1) Appeal Application		
(a)	Application Fee	\$ 150.00
(b)	Hearing Fee	\$ 450.00
R	Consultant Fees	Fee
(1) Township Solicitor		
(a)	Per hour	\$ 140.00
(b)	Per hour of litigation	\$ 150.00
(2) Township Zoning Solicitor		
(a)	Per hour	\$ 135.00
(b)	Per hour of litigation	\$ 135.00
(3) Township Engineer		
(a)	Township Engineer per hour	\$ 105.00
(b)	Assistant Engineer/ Construction Manager per hour	\$ 95.00
(c)	Design Engineer per hour	\$ 80.00
(d)	Building Inspector/ Technical Assistant/ Inspector per hour	\$ 70.00
(e)	Draftsman per hour	\$ 60.00
(f)	Administrative Assistant per hour	\$ 36.00
(g)	Survey 3-Man Crew per day (1/2 day minimum)	\$ 950.00
(h)	Survey 2-Man Crew per day (1/2 minimum)	\$ 850.00
(i)	Auto Charge per IRS	At Cost
(j)	Out-of-Pocket Expense	At Cost
(k)	Postage, Reproduction, Toll, Telephone	At Cost
(4) Wastewater Engineer		
(a)	Principal per hour	\$ 135.00
(b)	Department Manager per hour	\$ 130.00
(c)	Professional V per hour	\$ 125.00
(d)	Professional IV per hour	\$ 120.00
(e)	Professional III per hour	\$ 112.00
(f)	Professional II per hour	\$ 106.00
(g)	Professional I per hour	\$ 98.00

Worcester Township 2010 Fee Schedule

R	Consultant Fees	Fee
(4) Wastewater Engineer (Continued)		
(h)	Engineer II per hour	\$ 92.00
(i)	Engineer I per hour	\$ 82.00
(j)	Project Manager II per hour	\$ 106.00
(k)	Project Manager I per hour	\$ 98.00
(l)	Programmer III per hour	\$ 125.00
(m)	Programmer II per hour	\$ 105.00
(n)	Programmer I per hour	\$ 95.00
(o)	GIS Analyst per hour	\$ 82.00
(p)	Technician III per hour	\$ 82.00
(q)	Technician II per hour	\$ 70.00
(r)	Technician I per hour	\$ 63.00
(s)	Party Chief II per hour	\$ 80.00
(t)	Party Chief I per hour	\$ 70.00
(u)	Instrument Person per hour	\$ 55.00
(v)	Administrator per hour	\$ 130.00
(w)	Systems Coordinator per hour	\$ 115.00
(x)	Supervisor per hour	\$ 108.00
(y)	Field Representative III per hour	\$ 82.00
(z)	Field Representative II per hour	\$ 70.00
(aa)	Field Representative I per hour	\$ 63.00
(bb)	Administrative Assistant per hour	\$ 77.00
(cc)	Clerical per hour	\$ 60.00
(dd)	Clerk per hour	\$ 40.00
(5) Natural Lands Trust Rates		
(a)	Senior Conservation Advisor per hour	\$ 110.00
(b)	Community Planning Director per hour	\$ 75.00
(c)	Planning Program Manager per hour	\$ 75.00
(d)	Stewardship Planning Program Manager per hour	\$ 75.00
(e)	Senior Stewardship Planner per hour	\$ 75.00
(f)	Director of Science per hour	\$ 75.00
(g)	GIS Coordinator per hour	\$ 65.00
(h)	GIS Specialist per hour	\$ 50.00
S	Land Development & Subdivision Fees	Fee
(1) Subdivision - Residential: 1 to 3 Lots		
(a)	Application	\$ 500.00
(b)	Cash Escrow	\$ 1,000.00
(2) Subdivision - Residential: 4 to 20 Lots		
(a)	Application	\$ 500.00
(b)	Per Dwelling Unit	\$ 300.00
	Cash Escrow	\$ 2,500.00

Worcester Township 2010 Fee Schedule

S	Land Development & Subdivision Fees	Fee
(3) Subdivision - Residential: 21 to 50 Lots		
(a)	Application	\$ 500.00
(b)	Per Dwelling Unit	\$ 300.00
(c)	Cash Escrow	\$ 5,000.00
(4) Subdivision - Over 50 Lots		
(a)	Application	\$ 500.00
(b)	Per Dwelling Unit	\$ 300.00
(c)	Cash Escrow	\$ 10,000.00
(5) Land Development - Residential/ Commercial		
(a)	Application	\$ 500.00
(b)	Cash Escrow	\$ 5,000.00
(6) Escrow Releases		
(a)	10% of Total Amount up to Maximum of \$100 per Request	TBD
(7) Conditional Use		
(a)	Application	\$ 1,000.00
	Cash Escrow	\$ 1,000.00
(8) Sewer Rental		
(a)	Quarterly	\$ 78.75
(9) Sewer Certification		
(a)	Flat Fee	\$ 10.00
(10) Tax Certification		
(a)	Flat Fee	\$ 20.00
(b)	Duplicates	\$ 5.00
(c)	Returned Check Fee	\$ 15.00
T	Highway/Road Occupancy Permits	Fee
(a)	Application Fee	\$ 50.00
(b)	Supplement Fee	\$ 10.00
(c)	Emergency Permit Fee	\$ 5.00
(1) Highway/Road Occupancy Inspection Fees - Surface Openings of each 100'		
(a)	Opening in Pavement	\$ 40.00
(b)	Opening in Shoulder	\$ 20.00
(c)	Opening Outside Pavement & Shoulder	\$ 10.00
(2) Highway/Road Occupancy Inspection Fees - Surface Openings less than 36 S.F.		
(a)	Opening in Pavement	\$ 30.00
(b)	Opening in Shoulder	\$ 15.00
(c)	Opening	\$ 10.00

Worcester Township 2010 Fee Schedule

T	Highway/Road Occupancy Permits	Fee
(3)	Highway/Road Occupancy Inspection Fees - Above Ground Facilities	
(a)	Up to 10 each	\$ 20.00
(b)	Each additional	\$ 2.00
Burglar & Fire Alarm Permits and Penalties		
U		Fee
(1)	False Alarms - Burglar	
(a)	Non-Registry	\$ 50.00
(b)	First & Second	No Fine
(c)	Third	\$ 50.00
(d)	Fourth & Over per Occurrence	\$ 100.00
(2)	False Alarms - Fire	
(a)	Non-Registry	\$ 50.00
(b)	First & Second	No Fine
(c)	Third	\$ 100.00
(d)	Fourth	\$ 200.00
(e)	Fifth & Over per Occurrence	\$ 300.00
V	Pavilion Rental Permits	Fee
(1)	Families, Churches, Scouts, and Other Non-Profits - SEPTEMBER thru MAY	
(a)	Up to 25 individuals	\$ 25.00
(b)	26-50 individuals	\$ 50.00
(c)	51-75 individuals	\$ 75.00
(d)	76-100 individuals	\$ 100.00
(2)	Families, Churches, Scouts, and Other Non-Profits - JUNE thru AUGUST	
(a)	Up to 25 individuals	\$ 30.00
(b)	26-50 individuals	\$ 60.00
(c)	51-75 individuals	\$ 90.00
(d)	76-100 individuals	\$ 120.00
(3)	Businesses - SEPTEMBER thru MAY	
(a)	Up to 25 individuals	\$ 155.00
(b)	26-50 individuals	\$ 185.00
(c)	51-75 individuals	\$ 215.00
(d)	76-100 individuals	\$ 245.00
(4)	Businesses - JUNE thru AUGUST	
(a)	Up to 25 individuals	\$ 160.00
(b)	26-50 individuals	\$ 195.00
(c)	51-75 individuals	\$ 230.00
(d)	76-100 individuals	\$ 265.00

Worcester Township 2010 Fee Schedule

W	Building Use Permit	Fee
(a)	Fairview Village Assembly Hall Rental Flat Fee per Occurrence	\$ 25.00
X	Sign Permit - Valid for 3 Years	Fee
(a)	Base Fee	\$ 20.00
(b)	Size - Calculate from outside dimensions - Per S.F.	\$ 0.50
Y	Solicitation Permit - Valid for 30 Days	Fee
(a)	Per Person Soliciting	\$ 25.00
Z	Yard Sale Permit - 1 per Year	Fee
(a)	Base Fee	\$ 5.00
(b)	Refundable Deposit	\$ 25.00
AA	Trash Collection Permit - Valid for 1 Year	Fee
(a)	Base Fee	\$ 25.00
BB	Grading & Excavations Permit	Fee
(a)	Base Fee (includes three inspections)	\$ 200.00
(a)	Each additional inspection (drainage facilities or special instructions)	\$ 70.00

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011- 07
Kibblehouse Property Subdivision
FINAL SUBDIVISION APPROVAL

WHEREAS, ROTELLE DEVELOPMENT CO. ("Developer") is the equitable owner and developer of two tracts of land consisting of 61.05 acres ± bounded by Berks Road, Weber Road and the Pennsylvania Turnpike in Worcester Township (the "Development"); and

WHEREAS, the Development is more particularly shown on plans prepared by Bursich Associates, Inc. of Pottstown, Pennsylvania, being plans consisting of twenty-three (23) sheets dated March 10, 2006, with a last revision date of June 22, 2010 (the "Plans"); and

WHEREAS, the Development was granted preliminary approval by motion on October 21, 2009; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development; and

WHEREAS, the Developer desires to obtain final subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants final approval of the subdivision as shown on the Plans described herein subject, however, to the following conditions:

1. Consistent with the preliminary approval granted by the Worcester Township Board of Supervisors, the Board has waived strict compliance with the provisions of the Worcester Township Subdivision and Land Development Ordinance noted on Sheet 1 of the Plans as well as Section 130-22.B(1) with respect to proposed lots 6 and 7 only.

2. Prior to recording the Plans, the Developer should add a note to the Plans which states that all lots shall be deed restricted from further subdivision, and language prohibiting further subdivision shall be included in the deed for each lot. Contemporaneously with the filing of the Plans, Developer shall record a declaration or covenant running with the land (acceptable in language and form to the Township) which shall restrict all of the lots in the subdivision from any further subdivision.

3. Prior to recording the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated August 17, 2010 and any subsequent review letters prepared by the Township Engineer, the entire contents of which are incorporated herein by reference.

4. Prior to recording the Plans, Developer shall provide to the Township all necessary certificates of approval from the Montgomery County Department of Health regarding the quality and adequacy of the proposed water supply and the proposed sewage disposal facilities.

5. Prior to recording the Plans, Developer shall provide to the Township for review and approval all agreements and documentation of coordination with the Pennsylvania Turnpike Commission regarding (1) the proposed swale grading along Lot 12 and the adjoining property owned by the Turnpike Commission ("Commission Property"); (2) the discharge of

stormwater from the Commission Property into proposed Basins A3A and A3C; and (3) the maintenance of certain stormwater basins by the Commission.

6. Prior to recording the Plans, Developer shall provide the Township with a declaration to be recorded against the subject property requiring maintenance of the Riparian Corridors on the Property in accordance with the terms of the Corridor Management Plan. The terms and conditions of the declaration shall be subject to the review and approval of the Township Solicitor.

7. Developer shall, prior to the Township recording the Plans, reserve easements in favor of the Township so that the stormwater management facilities depicted on the Plans may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners (or the Pennsylvania Turnpike Commission, as appropriate) are not fulfilled after reasonable notice to do so.

8. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement (Agreement) with Worcester Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Supervisors and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

9. Prior to the issuance of a building permit, Developer shall notify the Township of the type of on-lot sewer systems to be provided for the Development and provide the Township with proof of the adequacy of such on-lot sewer systems from a professional Engineer registered in the Commonwealth of Pennsylvania.

10. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans, the terms and conditions of the preliminary approval, and the terms and conditions of this Final Approval Resolution.

11. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, the preliminary approval, this Final Approval Resolution, and the Land Development and Financial Security Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

12. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual buildings or additions) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

13. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land Development and Escrow Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

14. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon

final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval shall be deemed to have been automatically rescinded.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on April 20, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011- 08

3481 Germantown Pike
(Terra Landscaping)

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, NORTH GRANGE, LLC ("Developer") is the owner and developer of a certain tract of land consisting of 2.9± acres situate in Lower Providence Township and Worcester Township with frontage on Germantown Pike and North Grange Avenue (the "Development"); and

WHEREAS, the Development is more particularly shown on plans prepared by Hibbeln Engineering Company, being plans consisting of sixteen (16) sheets dated July 30, 2007 with a final revision date of January 3, 2011 (the "Plans"); and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants final approval of the land development as shown on the Plans described herein subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:

a. Section 130-3.C.1 requiring the Plans to depict existing features within 400 feet of the Development.

b. Section 130-16, 130-18.A and 130.B requiring certain roadway improvements, including roadway widening, curbing and sidewalks, along North Grange Avenue.

2. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated March 9, 2011 and any subsequent review letters prepared by the Township Engineer, the entire contents of which are incorporated herein by reference.

3. Prior to the recording of the Plans, the Developer shall add a note to the Plans which identifies the relief granted by the Worcester Township Zoning Hearing Board Order dated November 23, 2010 with regard to Application 10-10.

4. Prior to the recording of the Plans, the Developer shall add a note to the Plans providing the detail for the fence construction around the rear paved area as required by the November 23, 2010 Order of the Zoning Hearing Board. The fence detail provided in the note shall be subject to the review and approval of the Township Engineer.

5. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with Worcester Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Supervisors and the Developer

shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

6. Prior to recording the Plans, Developer shall demonstrate to the satisfaction of the Township that the Development is in compliance with the applicable ordinances, rules and regulations of Lower Providence Township.

7. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.

8. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

9. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes on the Plans, this Preliminary/Final Approval Resolution, and the Land Development and Financial Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

10. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual buildings or additions) so that the Township may certify that all appropriate erosion and sedimentation control

facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

11. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land Development and Escrow Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

12. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held
on April 20, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011-09

Rhoads Subdivision

Acceptance of Weber Road and Berks Road Right-of-Way

WHEREAS, J. DAVID RHOADS and MARGARET RHOADS and RHOADS REAL ESTATE VENTURES ("Grantors") are the owners of a certain tracts of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided and has frontage along certain roads known as Weber Road and Berks Road; and

WHEREAS, the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment certain right-of-way along the aforesaid roads; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof, as and for public roads or highways.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors accepts the Deeds of Dedication for the described property to have and to hold, forever, as for public roads or highways, together with the sanitary sewer lines constructed thereunder (if any), and with the same effect as if the said roads had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 18th day of May, 2011, by the Board of Supervisors of Worcester Township for acceptance and recording.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

Legal Description

Weber Road

EXHIBIT "A"

Legal Description

Berks Road

EXHIBIT "B"

Job Number: 10-0410 d
Job Name: 2062 Weber Road
Date: 1/24/2011, Rev. 2/16/2011
File Name: Berks Road Area of Dedication



Legal Description of Area of Berks Road Offered for Dedication

ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a Plan of Subdivision for 2062 Weber Road, prepared by Woodrow & Associates, Inc., dated August 6, 2010, last revised February 16, 2011 and recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT, a concrete monument to be set at the intersection of the northeasterly ultimate/legal right of way line of Berks Road, being 60 feet wide at this point, with the common property line between Proposed Lot No. 2 (a portion of Block 24, Unit 6) and lands now or formerly of Spencer E. & Carole Rothbell (Block 24, Unit 91);

THENCE, leaving said point of beginning and continuing along the said common property line between this tract and said lands of Rothbell, South 48 degrees 09 minutes 30 seconds East, a distance of 30.00 feet, to a point on the centerline of Berks Road;

THENCE, along said centerline of Berks Road, South 41 degrees 51 minutes 20 seconds West, a distance of 245.06 feet, to a point in line of lands now or formerly of Robert G. & Susan L. Kuneck (Block 24, Unit 93);


THENCE, leaving Berks Road and along said lands of Kuneck, North 47 degrees 51 minutes 00 seconds West, a distance of 30.00 feet, to a concrete monument to be set on the northwesterly ultimate/legal right of way line of Berks Road;

THENCE, along said northwesterly ultimate/legal right of way line of Berks Road and passing the frontage of Proposed Lot 2, being 30 feet distant and parallel with the centerline, North 41 degrees 51 minutes 20 seconds East, a distance of 244.90 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 7,349.33 Square Feet / 0.1687 Acres.

Said tract being a portion of Block 24, Unit 6 as shown on the Tax Maps for the Township of Worcester, County of Montgomery in the Commonwealth of Pennsylvania.




Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E

Municipal/Civil Consulting Engineers
Suite 5 • 1108 North Bethlehem Pike • Lower Gwynedd, PA 19002
Phone: 215-542-5648 • Fax 215-542-5679
Established 1996

Job Number: 10-0410 d
Job Name: 2062 Weber Road
Date: 1/24/2011, Rev. 2/16/2011
File Name: Weber Road Area of Dedication



Legal Description of Area of Weber Road Offered for Dedication

ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a Plan of Subdivision for 2062 Weber Road, prepared by Woodrow & Associates, Inc., dated August 6, 2010, last revised February 16, 2011 and recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT, a concrete monument to be set at the intersection of the southeasterly ultimate/legal right of way line of Weber Road with the common property line between Proposed Lot No. 1 (a portion of Block 24, Unit 103) and lands now or formerly of W. Thomas & David Rhoads (Block 24, Unit 102);

THENCE, leaving said point of beginning and continuing along the said common property line between this tract and said lands of Rhoads, North 55 degrees 32 minutes 57 seconds West, a distance of 30.20 feet, to a point on the centerline of Weber Road;

THENCE, along said centerline of Weber Road, North 40 degrees 58 minutes 00 seconds East, a distance of 272.22 feet, to a point in line of lands now or formerly of Michelle L. Gullan (Block 24, Unit 7);

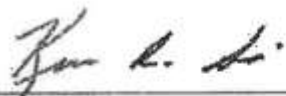
THENCE, leaving Weber Road and along said lands of Gullan, South 55 degrees 23 minutes 00 seconds East, a distance of 30.19 feet, to a concrete monument to be set on the southeasterly ultimate/legal right of way line of Weber Road;

THENCE, along said southeasterly ultimate/legal right of way line of Weber Road, being 30 feet distant and parallel with the centerline, passing the frontages of Proposed Lot 3 and Proposed Lot 1, respectively, South 40 degrees 58 minutes 00 seconds West, a distance of 272.13 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 8,165.28 Square Feet / 0.1874 Acres.

Said tract being a portion of Block 24, Unit 103 as shown on the Tax Maps for the Township of Worcester, County of Montgomery in the Commonwealth of Pennsylvania.




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Established 1996

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011-10

**AUTHORIZING THE CONDEMNATION OF A PORTION
OF TWO PARCELS OF LAND IN WORCESTER
TOWNSHIP, MONTGOMERY COUNTY FOR THE
KRIEBEL MILL ROAD BRIDGE REPLACEMENT
PROJECT.**

WHEREAS, Worcester Township ("Township") is nearing the completion of the design phase of an important project to replace the bridge on Kriebel Mill Road at the intersection of Kriebel Mill Road and Water Street Road; and

WHEREAS, the Board of Supervisors of Worcester Township ("Board") and the Township Engineer consider it necessary (in connection with such bridge project) for the Township to acquire a certain portion of right-of-way owned by J. Edward Crenshaw and Lisa Crenshaw, being a portion of Montgomery County Tax Parcel 67-00-01942-00-7, and a permanent drainage easement over a certain portion of property owned by James C. Rees, Jr. and Kathi L. Z. Rees, being a portion of Montgomery County Tax Parcel 67-00-03883-00-1, all as more specifically described in the legal descriptions and depicted on the plans attached hereto and incorporated herein as Exhibits "A" and "B"; and

WHEREAS, the Board desires to use the additional right-of-way to widen and reconstruct the roadway and bridge at the intersection of Kriebel Mill Road and Water Street Road; and

WHEREAS, the Board desires to use the permanent drainage easement to construct, install and maintain a box culvert to channel the existing stream under Kriebel Mill Road; and

WHEREAS, the Board has the authority to acquire lands or buildings by condemnation proceedings for the aforesaid purposes pursuant to the Second Class Township Code (53 P.S. §65101 *et seq.*), as amended.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby authorizes the condemnation of a portion of the property owned by J. Edward Crenshaw and Lisa Crenshaw, being a portion of Montgomery County Tax Parcel 67-00-01942-00-7, as more specifically described in the legal description and depicted on the plan attached hereto and incorporated herein as Exhibit "A", in fee simple absolute; and

2. The Board hereby authorizes the condemnation of a portion of the property owned by James C. Rees, Jr. and Kathi L. Z. Rees, being a portion of Montgomery County Tax Parcel 67-00-03883-00-1, as more specifically described in the legal description and depicted on the plan attached hereto and incorporated herein as Exhibit "B", as a permanent drainage easement; and

3. The Township Solicitor is hereby authorized to prepare, file, record and serve the appropriate documents in order to effectuate the condemnation.

APPROVED this 5th day of July, 2011, by the Board of Supervisors of Worcester Township for acceptance and recording.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

Legal Description and Plan for Crenshaw Right-of-Way

EXHIBIT "A"

Legal Description and Plan for Rees Easement

EXHIBIT "B"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

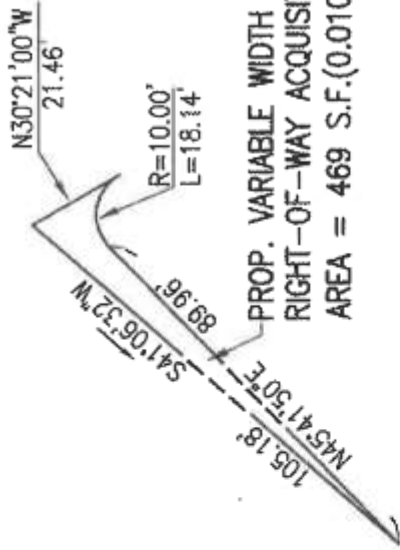
BLOCK 9, UNIT 46

N/L J. EDWARD AND LISA A. CRENSHAW

DESCRIPTION OF ALL THAT CERTAIN variable width strip of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, for a Right-of-Way Acquisition, being bounded and described in accordance with a "Right-of-Way Acquisition Plan, N/L J. Edward and Lisa A. Crenshaw, Block 9, Unit 46", as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated September 27, 2010.

BEGINNING at a point, a corner formed by the intersection of the southerly legal right-of-way line of Water Street (S.R. 4005) (33 feet wide) and the easterly legal right-of-way line of Kriebel Mill Road (33 feet wide); thence from said point of BEGINNING along the aforementioned easterly legal right-of-way line of Kriebel Mill Road S 41° 06' 32" W, 105.18 feet to a point, a corner; thence leaving said easterly legal right-of-way, through lands of now or late J. Edward and Lisa A. Crenshaw (Block 9, Unit 46), of which this is a part, N 45° 41' 50" E, 89.96 feet to a point of tangency; thence continuing through said lands of Crenshaw, by curve to the right having a radius of 10.00 feet, an arc length of 18.14 feet to a point, a corner, said point located along the aforementioned southerly legal right-of-way line of Water Street; thence along said southerly legal right-of-way line of Water Street N 30° 21' 00" W, 21.46 feet to the first mentioned point and place of BEGINNING.

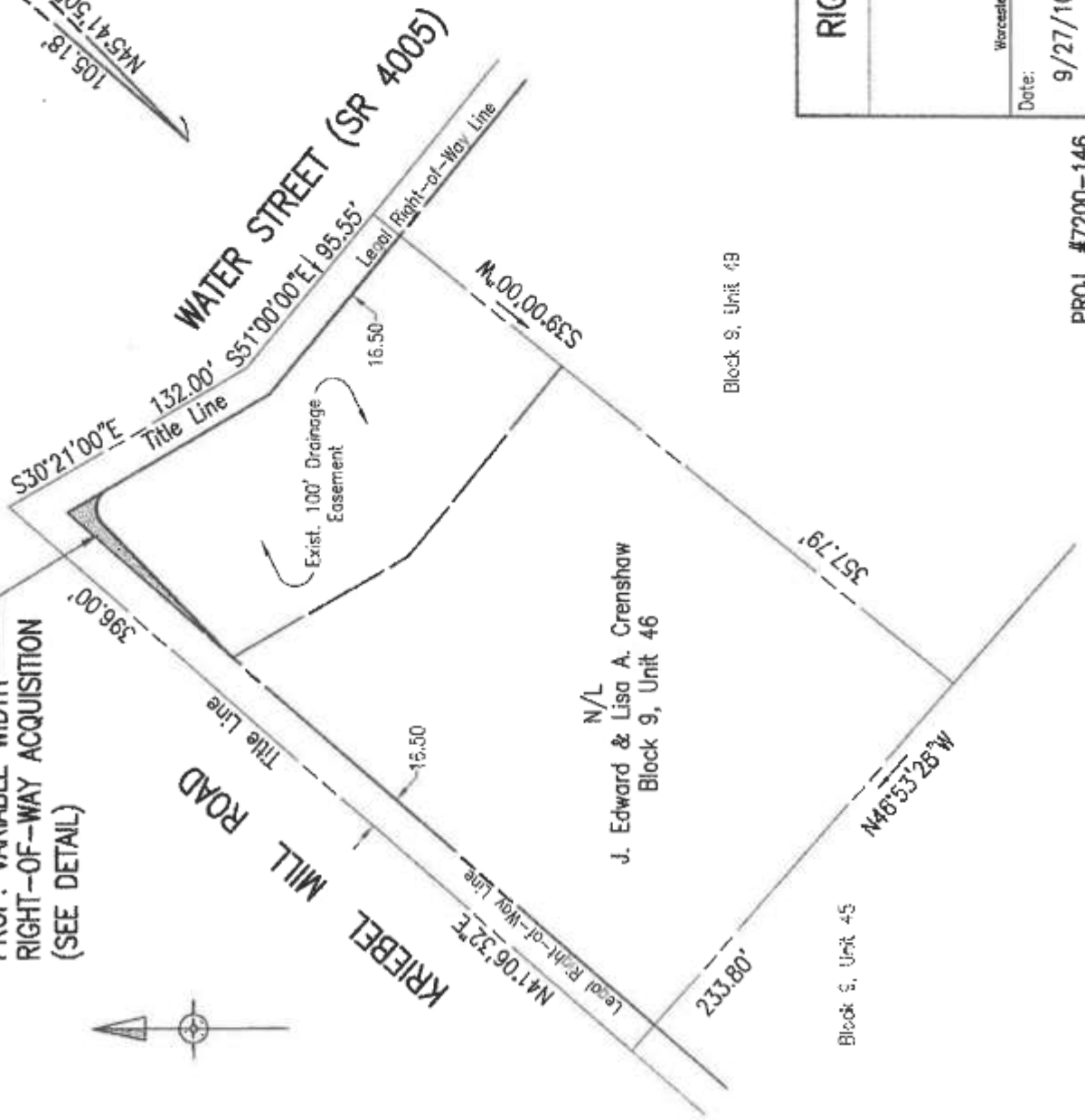
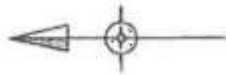
CONTAINING 469 square feet (0.0108 Acres more or less).



PROP. VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
AREA = 469 S.F.(0.0108 AC +/-)

DETAIL
Scale : 1"=40'

PROP. VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
(SEE DETAIL)



NOTE:
METES AND BOUNDS FOR TAX MAP BLOCK
No. 9, UNIT 46, AS SHOWN HEREON, TAKEN
FROM DEED AS RECORDED IN THE
MONTGOMERY COUNTY RECORDER OF DEEDS
OFFICE IN DEED BOOK 5693, PAGE 2240.

RIGHT-OF-WAY ACQUISITION PLAN

N/L
J. Edward and Lisa A. Crenshaw
Block 9, Unit 46

Worcester Township, Montgomery County, Pennsylvania	CKS Engineers, Inc. 88 South Main Street, Doylestown, PA 18901 (215) 340-0800
Date: 9/27/10	Scale: 1"=80'

LEGAL DESCRIPTION

DRAINAGE EASEMENT

BLOCK 9, UNIT 12

N/L JAMES C., JR. AND KATHI L.Z. REES

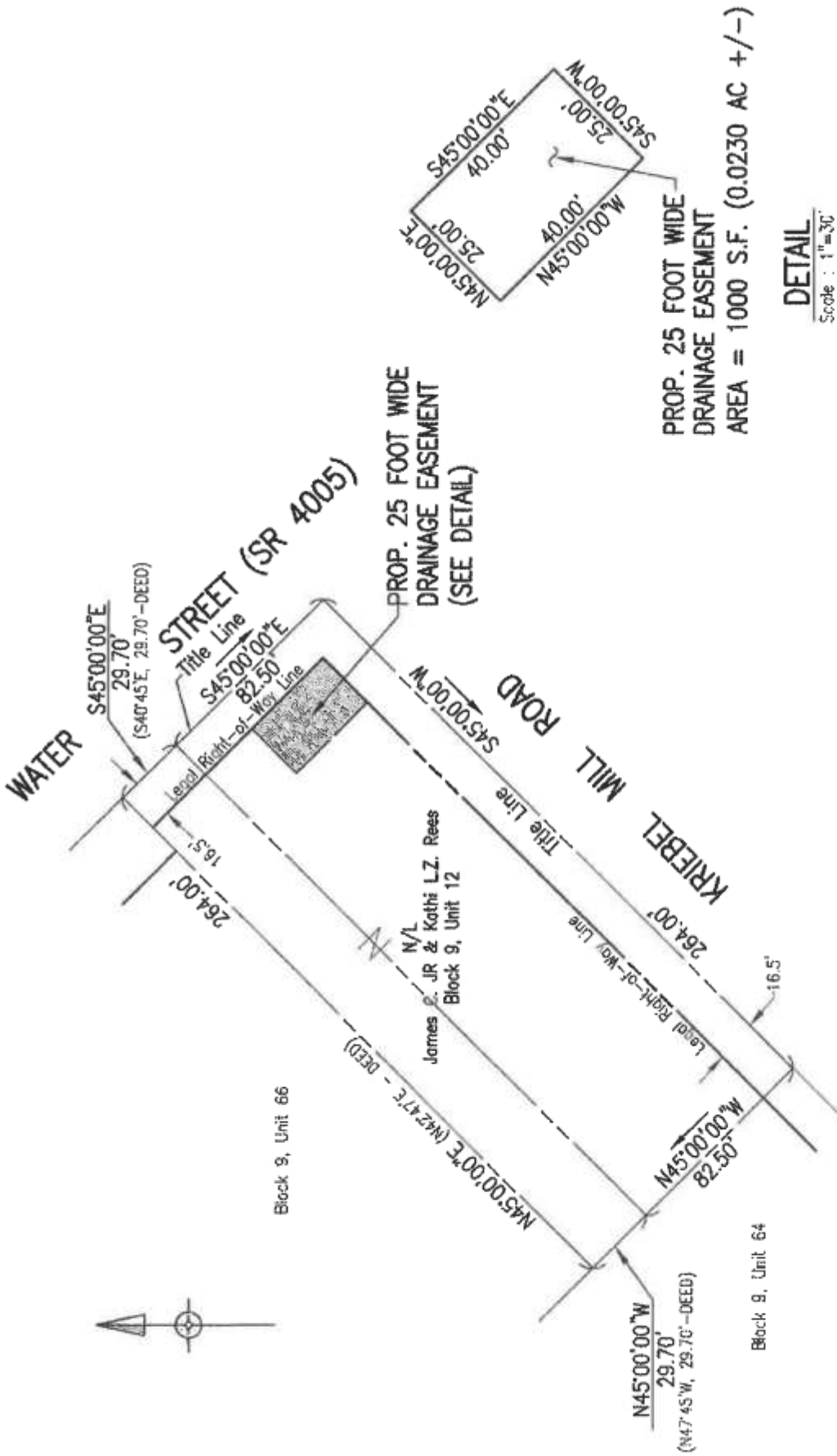
DESCRIPTION OF ALL THAT CERTAIN 25-foot-wide strip of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, for a drainage easement, being bounded and described in accordance with a "Plan of Drainage Easement, N/L James C., Jr. and Kathi L. Z. Rees, Block 9, Unit 12", as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated September 27, 2010.

BEGINNING at a point, a corner formed by the intersection of the southerly legal right-of-way line of Water Street (S.R. 4005) (33 feet wide) and the westerly legal right-of-way line of Kriebel Mill Road (33 feet wide); thence from said point of BEGINNING along the aforementioned westerly legal right-of-way line of Kriebel Mill Road S 45° 00' 00" W, 25.00 feet to a point, a corner; thence leaving said westerly legal right-of-way, through lands of now or late James C., Jr. and Kathi L. Z. Rees (Block 9, Unit 12), of which this is a part, the following two (2) courses and distances, to wit:

1) N 45° 00' 00" W, 40.00 feet to a corner, thence;

2) N 45° 00' 00" E, 25.00 feet to a point, a corner, said point located on the aforementioned southerly legal right-of-way line of Water Street; thence along said southerly legal right-of-way line of Water Street S 45° 00' 00" E, 40.00 feet to the first mentioned point and place of BEGINNING.

CONTAINING 1,000 square feet (0.0230 Acres more or less).



PROP. 25 FOOT WIDE
DRAINAGE EASEMENT
AREA = 1000 S.F. (0.0230 AC +/-)

DETAIL
Scale : 1"=30'

PLAN OF DRAINAGE EASEMENT

N/L
James C. Jr. and Kathi L.Z. Rees
Block 9, Unit 12

Date:	9/27/10	Scale:	1"=60'
Worcester Township,	Montgomery County,	Pennsylvania	
			CKS Engineers, Inc. 88 South Main Street, Doylestown, PA 18901 (215) 340-0600

NOTE:
METES AND BOUNDS FOR TAX MAP BLOCK
No. 9, UNIT 12, AS SHOWN HEREON, TAKEN
FROM DEED AS RECORDED IN THE
MONTGOMERY COUNTY RECORDER OF DEEDS
OFFICE IN DEED BOOK 4995, PAGE 962.

PROJ. #7200-146

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011- 11

A RESOLUTION AUTHORIZING THE APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT #164267 WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, FOR THE INTERSECTION OF MORRIS AND NORTH WALES ROADS.

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation requires a Traffic Signal Maintenance Agreement setting forth the responsibilities of the parties with respect to this traffic signal, and;

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation, has paid for and installed the construction of this traffic signal.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors does approve Traffic Signal Maintenance Agreement #164267, and further does authorize the appropriate township officials to sign the agreement.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on August 1, 2011.

WORCESTER TOWNSHIP


ARTHUR C. BUSTARD, CHAIRMAN


SUSAN G. CAUGHLAN, VICE CHAIR


STEPHEN C. QUIGLEY, MEMBER

Attest:


Secretary

AGREEMENT NO. 164267
FEDERAL ID NO. _____

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

MADE and entered into this _____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,

and

Worcester Township
a political subdivision in the County of
Montgomery, Pennsylvania, by its
proper officials, hereinafter called SUBDIVISION.

W I T N E S S E T H:

WHEREAS, the need for traffic signals at the following
location(s) has been found to be warranted:

Morris Road (SR2001) and North Wales Road (SR2010 and T-377)

WHEREAS, the cost of installing traffic signals at these
locations is being partially or totally funded with state and/or
federal funds; and,

WHEREAS, traffic signal equipment is installed to serve a
specific purpose through a distinct mode of operations; and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment which better serves the need of the intersection; and,

WHEREAS, the COMMONWEALTH and the Federal Highway Administration have established policies which mandate that all traffic signal equipment installed with state or federal funds be properly maintained and operated throughout its useful life; and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership of the traffic signal installation(s) listed on this Agreement.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, and with the intention of being legally bound hereby, agree as follows:

1. SUBDIVISION shall, at its own expense, operate the traffic signal in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

Morris Road (SR2001) and North Wales Road (SR2010 and T-377)

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above shall vest in the SUBDIVISION. In this connection, it is further understood that the SUBDIVISION shall provide preventive and response maintenance, at its own expense, for the installation(s) covered by this Agreement in accordance with the provisions of Exhibit "A" attached hereto and made part a part hereof.

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventive and response maintenance activities performed on the installation(s) covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" attached hereto and made part hereof and shall make such materials available at all reasonable times for inspection by the COMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this Agreement.

5. The SUBDIVISION hereby certifies that it shall make available sufficient funds to provide the maintenance program described in this Agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal- or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvements. It is further understood and agreed that federal- and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Federal Highway

Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the SUBDIVISION.

7. SAVE HARMLESS - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorneys' fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the Commonwealth Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The SUBDIVISION shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

10. The Pennsylvania Right-to-Know law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the AGENCY shall comply with, the clause entitles Contract Provisions - Right-to-Know Law 8-K-1532, attached as Exhibit "F" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the "AGENCY".

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

SUBDIVISION

Title: DATE

BY _____
Title: DATE

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT
DOCUMENT NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. _____ is split ____%, expenditure amount of \$_____, for federal funds and ____%, expenditure amount of \$_____, for state funds. The related federal assistance program name and number is _____; _____. The state program name and number is _____; _____.

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

Exhibit "A"

PREVENTIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

The SUBDIVISION or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

RESPONSE MAINTENANCE SCHEDULE

KNOCKDOWNS

TYPE OF REPAIR PERMITTED

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
Loop	Emergency or Final
Magnetometer	Emergency or Final
Sonic	Emergency or Final
Magnetic	Emergency or Final
Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only

Exhibit "B"

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

The SUBDIVISION agrees to establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011- 12

Morris Road Investors, L.P.

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, MORRIS ROAD INVESTORS, L.P. ("Developer") is the owner and developer of a certain tract of land consisting of 87.01± acres situate in Worcester Township with frontage on Morris Road, Shultz Road and Berks Road (the "Property"); and

WHEREAS, the Developer proposed the construction of additional loading docks and a parking lot expansion at the existing facility on the Property (the "Development") which are more particularly shown on plans prepared by Irick, Eberhardt & Mientus, Inc., being plans consisting of twenty-five (25) sheets dated June 17, 2011 with what the Township believes is a mistakenly noted final revision date of September 29, 2011 (the "Plans"); and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants preliminary/final approval of the land development as shown on the Plans described herein, subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:

a. Sections 130-17.D.(7) and 130-17.D.(11) requiring parking stalls to be no less than 10 feet in width and 20 feet in depth.

b. Section 130-28.F.(6)(d) requiring that slopes in excess of 25% be stabilized by utilizing riprap.

c. Section 130-28.G.(6)(b) requiring not more than 15 parking spaces in a continuous row without an intervening raised planting island of at least 10 feet in width and the length of a parking stall.

2. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated September 15, 2011 prepared by the Township Engineer, the entire contents of which are incorporated herein by reference.

3. Prior to the recording of the Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with Worcester Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Supervisors. The Developer shall obligate itself to complete the public improvements in accordance with the Plans and the Township's criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

4. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the recording of the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.

5. Prior to the recording of the Plans, Owner/Developer agrees to have its engineer work with the Township Engineer to design and install a reasonably aesthetic barrier (using jersey barriers, bollards, or some other structure acceptable to the Township), to prevent or more significantly discourage left turns from the Property onto Schultz Road, subject to the approval of Montgomery County (the owner of Schultz Road).

6. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans, the terms and conditions of this Preliminary/Final Approval Resolution, and the Land Development and Financial Security Agreement.

7. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Preliminary/Final Approval Resolution, and the Land Development and Financial Security Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

8. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual buildings or additions) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

9. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land Development and Financial Security Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

10. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon

preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on September 21, 2011.


WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011- 13

**A RESOLUTION AUTHORIZING APPLICATION
TO THE 2011 PECO GREEN REGION OPEN SPACE
PROGRAM FOR THE MORAN TRAIL PHASE I PROJECT**

WHEREAS, the Township of Worcester ("Township") desires to undertake the Moran Trail Phase I project; and

WHEREAS, the Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

WHEREAS, the Township has received and understands the 2011 PECO Green Region Open Space Program Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Township Board of Supervisors hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of \$10,000, and

BE IT FURTHER RESOLVED, that the Township commits to the expenditure of matching funds in the amount of \$14,450 as necessary for the project's success.

WHEREAS, Worcester Township has accepted and approved the application to the Green Region: PECO Open Space Program:

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on the 19th day of October, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR

STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011-14

A RESOLUTION OF THE GOVERNING BOARD OF SUPERVISORS, WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING AND EMPOWERING ITS LOCAL TAX COLLECTOR, BERKHEIMER, TO IMPOSE AND RETAIN COSTS OF COLLECTION ON DELINQUENT TAXES.

WHEREAS, WORCESTER TOWNSHIP, MONTGOMERY COUNTY, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of certain local taxes under and pursuant to the authority of the Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, as amended; and

WHEREAS, WORCESTER TOWNSHIP, MONTGOMERY COUNTY, has hired Berkheimer to collect said taxes levied by the **WORCESTER TOWNSHIP, MONTGOMERY COUNTY,** including taxes that are or may become delinquent; and

WHEREAS, pursuant to Act 192 of the 2003-2004 General Assembly of the Commonwealth of Pennsylvania, **WORCESTER TOWNSHIP, MONTGOMERY COUNTY,** has the right to impose a cost of collection on taxes that become delinquent and/or that remain due and unpaid;

NOW, THEREFORE, BE IT RESOLVED that

1. **WORCESTER TOWNSHIP, MONTGOMERY COUNTY** APPROVES AND ADOPTS the Cost of Collection Schedule attached hereto and made apart of this Resolution to be imposed by BERKHEIMER upon any taxpayer whose taxes are or become delinquent and/or remain due and unpaid.

2. **BERKHEIMER** is authorized to retain said costs of collection set forth in the attached schedule incurred in recovering delinquent taxes and assessed to the delinquent taxpayer as allowed by law.

3. Any resolution or part of this resolution conflicting with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

ENACTED into a RESOLUTION this 16th day of November, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

Schedule of Costs of Collection

Tax collection notices

Individual Failure to file or accurately complete Tax form	\$25.00
Individual Failed payment fee	\$30.00
Employer Failure to file or accurately complete Tax Form	\$30.00
Employer Failed payment fee	\$35.00
State List discrepancy letter	\$20.00
Paid Before Service (interim billing fee)	\$10.00
Establishment of Payment plan (monthly)	\$ 5.00

Known Place of employment

Notice before Wage attachment (certified)	\$20.00
Wage Attachment	\$20.00

Place of employment unknown

Pre collection letter	\$20.00
Delinquent tax notice	\$16.00
Final Notice	\$12.00
Complaint Letter	\$25.00

Real Estate Taxes

Pre collection letter	\$45.00
Delinquent tax notice	\$40.00
Final Notice	\$28.00
Lien Satisfaction Fee	\$30.00

Legal Notices

Preparation for District Justice	\$50.00
Court Appearance	\$75.00
Constable Execution Appearance	\$125.00
Arbitration appeal or complaint preparation	\$100.00
Attend Arbitration Trial	\$200.00
Enter Default judgment	\$75.00
Issue Writ of Execution	\$100.00
Attend Sheriff Sale	\$125.00

AUDIT OF EMPLOYERS HOLDING TAXES IN TRUST

<i>Tax Assessed</i>	<i>Cost</i>
\$40.00 - 100.00	\$31.25
\$101.00 - 500.00	\$62.50
\$501.00 - 1,000.00	\$125.00
\$1,001.00 - 5,000.00	\$312.50
Over \$5,000.00	\$1,000.00

Trespass and Assumpsit Complaint: Court cost is advanced by Berkheimer and billed on a monthly basis to the taxing body. This cost is recovered at the time judgment is issued in favor of the taxing body and is reimbursed to the taxing body when paid by the taxpayer. Please note: If Berkheimer is the current Earned Income Tax Administrator no court costs are advanced by the client. The court costs are paid by Berkheimer.

Judgment Execution: Cost for either lien filing fee or actual Sheriff Sale is advanced by Berkheimer and billed to the taxing body on a monthly basis. Once the cost is recovered from the taxpayer it is reimbursed to the taxing body. All mechanics in either case are handled by Berkheimer.

Notices, which are in most cases used mutually exclusive from one another, may be sent in any order depending on collection efforts required and associated charges are not listed in order of mailing or use. The cost for notices may be cumulative based upon the number and type of notices that Berkheimer must send to successfully collect the delinquency.

All Costs also pertain to electronic tax returns, payments etc.

Berkheimer retains the right to automatically escalate these fees by 3% (rounded to the nearest dollar) on a yearly basis.

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011-15

A RESOLUTION OF THE GOVERNING BOARD OF SUPERVISORS, WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIASON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF EARNED INCOME TAX, PER CAPITA TAX, AND DELINQUENT PER CAPITA TAX FOR THE DISTRICT, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania (53 P.S. §6901 et seq.), enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including **WORCESTER TOWNSHIP, MONTGOMERY COUNTY**, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, **WORCESTER TOWNSHIP, MONTGOEMRY COUNTY**, has entered into contractual agreement with **BERKHEIMER** of Bangor, Pennsylvania, whereby and where under **WORCESTER TOWNSHIP** appointed Berkheimer to collect **Earned Income Tax, Per Capita Tax, and Delinquent Per Capita Tax**; and

WHEREAS, said Act 511 specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of **WORCESTER TOWNSHIP, MONTGOMERY COUNTY** specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1. **WORCESTER TOWNSHIP, MONTGOMERY COUNTY** hereby **appoints** Eunice C. Kriebel as **its authorized Treasurer representative to make requests** upon and receive any and all tax information and records **from Berkheimer**, relative to the collection of taxes for **WORCESTER TOWNSHIP**, as desired and deemed necessary by **WORCESTER TOWNSHIP**, to be used for official purposes only; and
2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for the **WORCESTER TOWNSHIP**, upon request, to Treasurer as the authorized contact representative for it.
3. **WORCESTER TOWNSHIP, MONTGOMERY COUNTY** hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.

RESOLVED, ENACTED AND ADOPTED at a meeting held on the 16th day of November, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011- 16
RESOLUTION IN SUPPORT OF
RENEWING GROWING GREENER

WHEREAS the Growing Greener program has provided funding for preserving open space and farmlands, developing community park and recreation areas, cleaning up abandoned mines and brownfield sites, restoring impaired rivers and streams, and protecting and improving our state game, forest, and park lands; and

WHEREAS Worcester Township, Montgomery County has effectively leveraged Growing Greener funds to achieve tangible, lasting results for its residents; and

WHEREAS Worcester Township, Montgomery County seeks to protect the health of its citizens and enhance the quality of life for its residents, in part by planning for and implementing projects that preserve open space and historic resources, providing for community parks and recreation, and safeguarding water resources; and

WHEREAS these projects also provide significant health and economic benefits, increase property values and improve the community's ability to attract growing businesses; and

WHEREAS Worcester Township, Montgomery County has learned that Growing Greener II will soon expire and funds for Growing Greener I have been precipitously diminished; and that this will affect the community's ability to restore and protect our local environment and the environment of Montgomery County; and

WHEREAS Worcester Township, Montgomery County understands that throughout Pennsylvania, Growing Greener II has helped to preserve nearly 34,000 acres of working

family farms; conserve more than 42,300 acres of threatened natural areas; restore more than 1,600 acres of abandoned mine lands; and enhance access to outdoor recreation through 234 community park projects and 132 state park and forest infrastructure projects; and

WHEREAS Article I, Section 27 of the Pennsylvania Constitution states that, “The people have a right to clean air, pure water, and to the preservation of the natural, scenic, historic and esthetic values of the environment. Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people”; and

WHEREAS Worcester Township, Montgomery County realizes that the Commonwealth is losing three times more forest, wildlife habitat, farmland and other open spaces to development than it is able to preserve; and that the Commonwealth has over 16,000 miles of rivers and streams that are unsafe for fishing and swimming; and that in Pennsylvania more than 2,000 working family farms await protection from encroaching development; and that 189,000 acres of abandoned mine lands scar 44 of the Commonwealth's counties; and that the grant funds available for community and county recreation, greenways and trails projects have been severely diminished;

WHEREAS Worcester Township, Montgomery County wishes to encourage and support renewed funding for the *Growing Greener* program, before the last of the Growing Greener II funds are spent in 2011,

NOW, THEREFORE BE IT RESOLVED that:

1. Worcester Township, Montgomery County supports renewal of Growing Greener by the General Assembly and Governor Corbett with dedicated, sustainable and long-term funding sources,

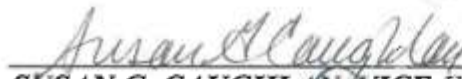
2. The signed resolution shall be forwarded to the Governor and our respective county and state legislators.

DULY ADOPTED at the regular meeting of the Worcester Township, Montgomery County Board of Supervisors this 16th day of November, 2011.

WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011- 17

**A RESOLUTION AUTHORIZING APPLICATION
TO THE 2011 PECO GREEN REGION OPEN SPACE
PROGRAM FOR THE MORAN TRAIL PHASE I PROJECT**

WHEREAS, the Township of Worcester ("Township") desires to undertake the Moran Trail Phase I project; and

WHEREAS, the Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

WHEREAS, the Township has received and understands the 2011 PECO Green Region Open Space Program Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Township Board of Supervisors hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of \$10,000, and

BE IT FURTHER RESOLVED that the Township commits to the expenditure of matching funds in the amount of \$19,700 as necessary for the project's success.

WHEREAS, Worcester Township has accepted and approved the application to the Green Region: PECO Open Space Program:

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on the 16th day of November 2011.

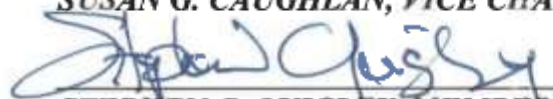
WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Worcester Township
(TOWNSHIP) (BOROUGH) (CITY), Montgomery COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Keystone Lands, Inc. has proposed the development of a parcel of land identified as
land developer

Preserve at Worcester, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify).

WHEREAS, Worcester Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Worcester hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

L. Z. M..., Secretary, Worcester
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2011-18, adopted, November 16, 2011.

Municipal Address:

Worcester Township
1721 Valley Forge Road
Worcester, PA 19490
Telephone 610-584-1410

Seal of

Governing Body

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011- 19

DePhillippo Land Development (1074 Grange Avenue)

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, DOMINIC AND MARGARET DEPHILLIPPO ("Owners") are the owners of a certain tract of land consisting of 1.49± acres situate in Worcester Township with frontage on Grange Avenue on which the Owners propose the construction of a 12' x 20' "temporary enclosure" (the "Development"); and

WHEREAS, the Development is more particularly shown on plans prepared by Hibbeln Engineering Company, being plans consisting of two (2) sheets dated October 12, 2009 with a final revision date of April 15, 2011 (the "Plans"); and

WHEREAS, the Owners have submitted the Plans for land development approval (to permit the construction of a 14' x 24' "temporary enclosure") in order to comply with Condition No. 2 of the Zoning Hearing Board Decision (99-3) dated June 22, 1999 regarding the subject property and the uses thereon, which states that “[t]here shall be no expansion of the business, improvements, structures or buildings added or made to the property, without the filing of a land development plan”; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having

jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Worcester Township in accordance with the above-referenced Zoning Hearing Board Decision and Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants preliminary/final approval of the land development as shown on the Plans described herein subject, however, to the following conditions:

1. Prior to the recording of the Plans, the Owners shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated June 2, 2011 prepared by the Township Engineer, the entire contents of which are incorporated herein by reference.

2. No building permit shall be issued for the Development until certain gravel areas identified on the Plans are top-soiled, raked and seeded and the impervious coverage on the subject property is determined to be within the allowable percentage to the satisfaction of the Township Engineer.

3. No building permit shall be issued for the Development until the plantings/landscaping depicted on the Plans is installed to the satisfaction of the Township Engineer.

4. Owners shall use their best efforts to control the bamboo on the subject property from spreading to adjacent properties and throughout the riparian corridor.

5. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

6. The costs of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, Notes to the Plans, and this Preliminary/Final Approval Resolution shall be borne entirely by the Owners and shall be at no cost to the Township.

7. Owners shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing in connection with the Development so that the Township may certify that all appropriate erosion and sedimentation control facilities (if any) have been properly installed and also that snow fencing or other types of boundary markers (if any) acceptable to the Township have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

8. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the recording of the Plans must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. The final plat or record plan shall not be signed nor recorded by the Township until the applicable fees have been paid. In the event the fees have not been paid and the final plans have not been recorded within 90 days of the date of this Resolution (or any written extension thereof), this contingent subdivision shall expire and be deemed to have been revoked

9. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on December 21, 2011.

WORCESTER TOWNSHIP

By: 
Arthur C. Bustard, Chairman,
Board of Supervisors

Attest: 
F. Lee Mangan, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011- 20**

**3481 Germantown Pike
(Terra Landscaping)**

RESTATED PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, NORTH GRANGE, LLC ("Developer") is the owner and developer of a certain tract of land consisting of 2.9± acres situate in Lower Providence Township and Worcester Township with frontage on Germantown Pike and North Grange Avenue (the "Property"); and

WHEREAS, the Developer proposes to construct an indoor storage building as well as associated parking and stormwater management facilities (the "Development") on the Property; and

WHEREAS, the Development, as shown on plans prepared by Hibbeln Engineering Company, being plans consisting of sixteen (16) sheets dated July 30, 2007 with a final revision date of January 3, 2011 ("Approved Plans"), received preliminary/final land development approval from the Worcester Township Board of Supervisors on April 20, 2011 by Resolution No. 2011-08; and

WHEREAS, since receiving preliminary/final approval, the Approved Plans have been revised as a result of comments during the land development review and approval process in Lower Providence Township; and

WHEREAS, the revised plans have been prepared by Hibbeln Engineering Company and consist of seventeen (17) sheets dated July 30, 2007, with a last revision date of October 24, 2011 (the "Revised Plans"); and

WHEREAS, the Developer has submitted the Revised Plans to the Township for review; and

WHEREAS, the Revised Plans have been reviewed for consistency with the Approved Plans and recommended for approval by the Township Engineer; and

WHEREAS, consistent with the Township Engineer's recommendation, the Board of Supervisors desires to restate the grant of preliminary/final land development approval as set forth in Resolution No. 2011-08.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants preliminary/final approval of the land development as shown on the Revised Plans subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:

a. Section 130-3.C.1 requiring the Revised Plans to depict existing features within 400 feet of the Development.

b. Section 130-16, 130-18.A and 130.B requiring certain roadway improvements, including roadway widening, curbing and sidewalks, along North Grange Avenue.

2. Prior to the recording of the Revised Plans, the Developer shall resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letters dated March 9, 2011 and November 8, 2011, the entire contents of which are incorporated herein by reference.

3. Prior to the recording of the Revised Plans, the Developer shall add a note to the Plans which identifies the relief granted by the Worcester Township Zoning Hearing Board Order dated November 13, 2010 with regard to Application 10-10.

4. Prior to the recording of the Revised Plans, the Developer shall add a note to the Plans providing the detail for the fence construction around the rear paved area as required by the November 13, 2010 Order of the Zoning Hearing Board. The fence detail provided in the note shall be subject to the review and approval of the Township Engineer.

5. Prior to recording the Revised Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with Worcester Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Supervisors and the Developer shall obligate itself to complete all of the public improvements shown on the Revised Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

6. Prior to recording the Revised Plans, Developer shall demonstrate to the satisfaction of the Township that the Development is in compliance with the applicable ordinances, rules and regulations of Lower Providence Township.

7. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Revised Plans, reserve easements in

favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.

8. The Development shall be constructed in strict accordance with the content of the Revised Plans, notes on the Revised Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

9. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Revised Plans, notes on the Revised Plans, this Preliminary/Final Approval Resolution, and the Land Development and Financial Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

10. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual buildings or additions) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

11. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land Development and Escrow Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been

funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

12. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on November 16, 2011.

WORCESTER TOWNSHIP


ARTHUR C. BUSTARD, CHAIRMAN


SUSAN G. CAUGHLAN, VICE CHAIR


STEPHEN C. QUIGLEY, MEMBER

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2011- 21
Flanagan Subdivision (1430 Hollow Road)

PRELIMINARY / FINAL SUBDIVISION APPROVAL

WHEREAS, KEVIN J., JR. AND ELAINE FLANAGAN ("Owners") are the owners of a certain tract of land consisting of 27.44± acres situate in Worcester Township with frontage on Hollow Road (the "Development"); and

WHEREAS, the Development is more particularly shown on plans prepared by George B. Standbridge Associates of North Wales, Pennsylvania, being plans consisting of four (4) sheets, dated October 12, 2011, with a final revision date of December 16, 2011 (the "Plans"); and

WHEREAS, the Owner desires to obtain preliminary/final subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants preliminary/final approval of the subdivision as shown on the Plans described herein subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:

- a. Section 130-14.F requiring certificates of approval from the Montgomery County Health Department as to the quality and adequacy of water supply for Lot 1.
 - b. Section 130-14.G and Section 130-26.B.2.a requiring certificates of approval from the Montgomery County Health Department for sewage disposal facilities for Lot 1.
 - c. Section 130-16.C.2 and Section 130-18.A requiring roadway widening, curb and sidewalk installation, and other improvements along the Development's frontage on Hollow Road.
 - d. Section 130-28.E and Section 130-33.I requiring landscaping buffering, including, but not limited to, the preparation of a tree survey plan and a landscape plan.
 - e. Section 130-33.C.3.a requiring contour lines at intervals of no more than two feet.
 - f. Section 130-33.C requiring the depiction of existing features within 500 feet of the site.
2. Prior to the recording of the Plans, the Owner shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated December 20, 2011, the entire contents of which are incorporated herein by reference.
 3. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.
 4. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, Notes to the Plans, and this Preliminary/Final Approval Resolution shall be borne entirely by the Owner and shall be at no cost to the Township.

5. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and recording of the final plans must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. The final plat or record plan shall not be signed nor recorded by the Township until the applicable fees have been paid. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

6. Under the provisions of the Pennsylvania Municipalities Planning Code, the Owner has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Owner. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this preliminary/final approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

(Signature page follows)

APPROVED at the public meeting of the Worcester Township Board of Supervisors held
on December 21, 2011.

WORCESTER TOWNSHIP

By: 
Arthur C. Bustard, Chairman,
Board of Supervisors

Attest: 
F. Lee Mangan, Secretary

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2011 -22

**A RESOLUTION OF THE TOWNSHIP OF WORCESTER,
COUNTY OF MONTGOMERY, COMMONWEALTH OF
PENNSYLVANIA FIXING THE TAX RATE FOR THE YEAR 2012.**

BE IT RESOLVED AND ENACTED, and it is hereby resolved and enacted by the Board of Township Supervisors of the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania:

That a tax be and the same is hereby levied on all real property within the Worcester Township subject to taxation for the fiscal year 2012, as follows:

Tax rate for general purposes, the sum of	.05 mills
on each dollar of assessed valuation, or the sum of	.005 cents
on each one hundred dollars of assessed valuation.	


The same being summarized in tabular form as follows:

	Mills on each Dollar of Assessed Valuation	Cents on Each One Hundred Dollars of Assessed Valuation
Tax Rate for General Purposes	.05 mills	.005 cents
Total	.05 mills	.005 cents

That any resolution, or part of resolution, conflicting with this resolution be and the same is hereby repealed insofar as the same affects this resolution.

Adopted the 21st day of December, A.D. 2011.

(Signature page follows)

Signed: 
Arthur C. Bustard, Chairman of the Board of Supervisors

CERTIFICATION

To the Secretary of Community and Economic Development
Commonwealth of Pennsylvania
Harrisburg, Pennsylvania

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2011- 22 enacted by the Township of Worcester in the County of Montgomery on the 21st day of December, A.D. 2011.

Signed: 
F. Lee Mangan, Township Secretary

(SEAL)