

**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2010-01**

**REORGANIZATION**

**WHEREAS;** Article VI Section 602 of the Commonwealth of Pennsylvania Second Class Township Code requires the Board of Supervisors to reorganize annually and make certain appointments, schedule meetings for the purpose of governing each year the following appointments for the year 2010 shall be made:

**THE FOLLOWING APPOINTMENTS TO BE MADE BY ONE MOTION:**

Township Manager	
Assistant Township Manager	Eunice C. Kriebel
Acting Road Master	Thomas Bookheimer
Treasurer	Eunice C. Kriebel
Assistant Secretary	Eunice C. Kriebel
Township Engineer	Joseph J. Nolan
Wastewater Engineer	Carroll Engineering
Traffic Engineering	McMahon Associates
Acting Zoning Officer	Tiffany Loomis
Deputy Zoning Officer	Joseph J. Nolan
Deputy Zoning Officer	Keystone Municipal Services
Deputy Zoning Officer	Tiffany Loomis
Land Use Officer	Tiffany Loomis
Building Inspectors	Keystone Municipal Services

Appointment to the position of Township Solicitor: Wisler Pearlstine, LLC James J. Garrity

Appointment to the position of Zoning Hearing Board: Solicitor Robert L. Brant

Appointment to the position of Vacancy Board Chairman: Gordon Todd

Appoint the Board of Supervisors, Township Manager, and Assistant Manager as Delegates to the State Convention.

Appointment as Voting Delegate to the State Convention: Arthur Bustard.

Appointment to the North Penn Water Authority: Paul Ziegler

Re-appoint Zoning Hearing Board members for a term of 3 years:

Kenneth E. Dyer – three years

Harris Gramm III – Balance one year

George Stauffer - Balance two years

Alternate Caesar Gambone - Balance one year

Re-appoint Planning Commission for a term of 4 year:

C. William Fox – reappointment of four years

Gordon Todd – balance three years

Patricia Ann Quigley – balance two years

Robert E. Hayes – balance three years

Doug Rotondo - balance of two years

Re-appoint Agricultural Security Area Advisory Committee members:

Drew Smith –Farmer

Oliver Smith – Farmer

Maynard Rothenberger – Farmer

Jeff Ocelus – Citizen at Large

*Vacancy – Board of Supervisor Member*

Appoint Building Code of Appeals:

Robert Andorn

Stephen Alpher

Tobin Gourley

*Vacancy –*

*Vacancy –*

#### **APPROVE THE 2010 HOLIDAY SCHEDULE**

February 15, Monday

April 2, Friday

May 31, Monday

July 5, Monday

September 6, Monday

November 25/26, Thursday& Friday

December 24 Friday

December 31, Friday

-

6 Personal Days

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas Holiday

New Years' Eve

New Years' Day

**APPROVE THE BOARD OF SUPERVISORS MEETING DATES FOR 2010**

<b>Board of Supervisors Community Hall</b>			
<b>Month</b>	<b>8:00 A.M.</b>	<b>Regular Meeting 7:30 P.M.</b>	<b>Joint Meeting 9:30A.M.</b>
January	4 (11am)	20	
February	1	17	1
March	1	17	
April	5	21	5
May	3	19	
June	7	16	7
July	7 (WED)	21	
August	2	18	2
September	*See Note	15	
October	4	20	4
November	1	17	
December	6	15	6
January	Org. Mtg.	3, 2011	

\*IN LIGHT OF AN EARLY BOS MTG DATE (SEPT 15) & LABOR DAY (SEPT 6)  
NO WORK SESSION MEETING FOR SEPTEMBER

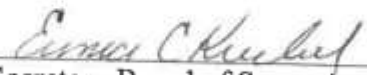
**APPOINT THE DEPOSITORIES FOR THE TOWNSHIP**

Harleysville National Bank  
 Union National Bank -- Uninvest  
 PLGIT  
 TD Bank  
 Allegiance Bank, C.P

**BE IT RESOLVED THIS 4<sup>TH</sup> DAY OF JANUARY, 2010.**

  
 Chairman Board of Supervisors

  
 Vice Chairman Board of Supervisors

  
 Secretary Board of Supervisors

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS  
COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2010-02**

**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 2010.
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 by 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, 2010, after which time the Worcester Township Board of Supervisors will review the ancillary activities.

**APPROVED**, this 4<sup>th</sup> of January, 2010 by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

By:

*Keith C. Bustard*

Attest:

*Susan M. Campbell*

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2010-03**

**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 4<sup>th</sup> day of January 2010, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**

By: *Arthur C. Budard*

Attest: *Susan A. Congdon*

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2010-04**

**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 20<sup>th</sup> day of January 2010, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

By:

Stephen C. Feigly  
Keith C. Bostard

Attest:

Ernest Coughlan

# Worcester Township 2010 Fee Schedule

A	Residential Building Permits	Fee
<b>(1) New Dwelling Units</b>		
	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
<b>(2) Impact Fees for New Dwellings</b>		
(a)	North Transportation Service Area (Per Lot)	\$ 2,566.00
(b)	South Transportation Service Area (Per Lot)	\$ 2,728.00
<b>(3) Sewer Tapping</b>		
(a)	Flat Fee per Edu	\$ 3,500.00
<b>(4) Building Additions &amp; Renovations</b>		
	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
<b>(5) Patio &amp; Decks Greater than 30" above Grade and Less than 144 S.F.</b>		
(a)	Flat Fee	\$ 50.00
<b>(6) Patio &amp; Decks Greater than 30" above Grade and 145 S.F. to 500 S.F.</b>		
(a)	Flat Fee	\$ 75.00
<b>(7) Patio &amp; Decks Greater than 30" above Grade and Greater than 500 S.F.</b>		
(a)	Per the first 500 S.F.	\$ 75.00
(b)	Per each additional 100 S.F. or fraction thereof	\$ 10.00
<b>(8) Patio &amp; Decks Less than 30" above Grade</b>		
(a)	Zoning Permit	\$ 30.00
<b>(9) Fire Suppression Systems, Standpipes - Hose Cabinets:</b>		
(a)	Per the first \$1,000 of total cost	\$ 75.00
(b)	Per each additional \$1,000 or fraction thereof	\$ 100.00
<b>(10) Fire Detection Systems</b>		
(a)	Per the first \$1,000 of total cost	\$ 75.00
(b)	Per each additional \$1,000 or fraction thereof	\$ 10.00
<b>(11) Re-roofing More than 25% Within 12 Months</b>		
(a)	Per the first \$1,000 of total cost	\$ 20.00
(b)	Per each additional \$1000 or fraction thereof	\$ 10.00
<b>(12) Accessory Structure over 500 S.F.</b>		
	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
<b>(13) Energy Conservation Residential</b>		
(a)	Flat Fee	\$ 25.00



# Worcester Township 2010 Fee Schedule

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

# Worcester Township 2010 Fee Schedule

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

## Worcester Township 2010 Fee Schedule

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

# Worcester Township 2010 Fee Schedule

<b>P</b>	<b>Zoning Application Fees - Code Enforcement</b>	<b>Fee</b>
<b>(1) Zoning Hearing Board Application - Residential Variance</b>		
(a)	Application Fee	\$ 500.00
(b)	Postponement/ Continuance	\$ 250.00
<b>(2) Zoning Hearing Board Application - Non-Residential Variance</b>		
(a)	Application Fee	\$ 1,200.00
(b)	Postponement/ Continuance	\$ 600.00
<b>(3) Zoning Hearing Board Application - Appeal</b>		
(a)	Flat Fee	\$ 2,500.00
<b>Q</b>	<b>Consultant Fees</b>	<b>Fee</b>
<b>(1) Township Solicitor</b>		
(a)	Per hour	\$ 140.00
(b)	Per hour of litigation	\$ 150.00
<b>(2) Township Zoning Solicitor</b>		
(a)	Per hour	\$ 135.00
(b)	Per hour of litigation	\$ 135.00
<b>(3) Township Engineer</b>		
(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
<b>(4) Wastewater Engineer</b>		
(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
(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

# Worcester Township 2010 Fee Schedule

Q	Consultant Fees	Fee
<b>(4) Wastewater Engineer (Continued)</b>		
	(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
<b>(5) Natural Lands Trust Rates</b>		
	(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
R	Land Development & Subdivision Fees	Fee
<b>(1) Subdivision - Residential: 1 to 3 Lots</b>		
	(a) Application	\$ 500.00
	(b) Cash Escrow	\$ 1,000.00
<b>(2) Subdivision - Residential: 4 to 20 Lots</b>		
	(a) Application	\$ 500.00
	(b) Per Dwelling Unit	\$ 300.00
	Cash Escrow	\$ 2,500.00
<b>(3) Subdivision - Residential: 21 to 50 Lots</b>		
	(a) Application	\$ 500.00
	(b) Per Dwelling Unit	\$ 300.00
	(c) Cash Escrow	\$ 5,000.00

**Exhibit "A"**

## Worcester Township 2010 Fee Schedule

<b>R</b>	<b>Land Development &amp; Subdivision Fees</b>	<b>Fee</b>
<b>(4) Subdivision - Over 50 Lots</b>		
(a)	Application	\$ 500.00
(b)	Per Dwelling Unit	\$ 300.00
(c)	Cash Escrow	\$ 10,000.00
<b>(5) Land Development - Residential/ Commercial</b>		
(a)	Application	\$ 500.00
(b)	Cash Escrow	\$ 5,000.00
<b>(6) Escrow Releases</b>		
(a)	10% of Total Amount up to Maximum of \$100 per Request	TBD
<b>(7) Conditional Use</b>		
(a)	Application	\$ 1,000.00
	Cash Escrow	\$ 1,000.00
<b>(8) Sewer Rental</b>		
(a)	Quarterly	\$ 78.75
<b>(9) Sewer Certification</b>		
(a)	Flat Fee	\$ 10.00
<b>(10) Tax Certification</b>		
(a)	Flat Fee	\$ 20.00
(b)	Duplicates	\$ 5.00
(c)	Returned Check Fee	\$ 15.00
<b>S</b>	<b>Highway/Road Occupancy Permits</b>	<b>Fee</b>
(a)	Application Fee	\$ 50.00
(b)	Supplement Fee	\$ 10.00
(c)	Emergency Permit Fee	\$ 5.00
<b>(1) Highway/Road Occupancy Inspection Fees - Surface Openings of each 100'</b>		
(a)	Opening in Pavement	\$ 40.00
(b)	Opening in Shoulder	\$ 20.00
(c)	Opening Outside Pavement & Shoulder	\$ 10.00
<b>(2) Highway/Road Occupancy Inspection Fees - Surface Openings less than 36 S.F.</b>		
(a)	Opening in Pavement	\$ 30.00
(b)	Opening in Shoulder	\$ 15.00
(c)	Opening	\$ 10.00

# Worcester Township 2010 Fee Schedule

<b>S</b>	<b>Highway/Road Occupancy Permits</b>	<b>Fee</b>
<b>(3) Highway/Road Occupancy Inspection Fees - Above Ground Facilities</b>		
(a)	Up to 10 each	\$ 20.00
(b)	Each additional	\$ 2.00
<b>Burglar &amp; Fire Alarm Permits and Penalties</b>		
<b>T</b>		<b>Fee</b>
<b>(1) False Alarms - Burglar</b>		
(a)	Non-Registry	\$ 50.00
(b)	First & Second	No Fine
(c)	Third	\$ 50.00
(d)	Fourth & Over per Occurrence	\$ 100.00
<b>(2) False Alarms - Fire</b>		
(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
<b>U</b>	<b>Pavilion Rental Permits</b>	<b>Fee</b>
<b>(1) Families, Churches, Scouts, and Other Non-Profits - SEPTEMBER thru MAY</b>		
(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
<b>(2) Families, Churches, Scouts, and Other Non-Profits - JUNE thru AUGUST</b>		
(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
<b>(3) Businesses - SEPTEMBER thru MAY</b>		
(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
<b>(4) Businesses - JUNE thru AUGUST</b>		
(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

<b>V</b>	<b>Building Use Permit</b>	<b>Fee</b>
	(a) Fairview Village Assembly Hall Rental Flat Fee per Occurrence	\$ 25.00
<b>W</b>	<b>Sign Permit - Valid for 3 Years</b>	<b>Fee</b>
	(a) Base Fee	\$ 20.00
	(b) Size - Calculate from outside dimensions - Per S.F.	\$ 0.50
<b>X</b>	<b>Solicitation Permit - Valid for 30 Days</b>	<b>Fee</b>
	(a) Per Person Soliciting	\$ 25.00
<b>Y</b>	<b>Yard Sale Permit - 1 per Year</b>	<b>Fee</b>
	(a) Base Fee	\$ 5.00
	(b) Refundable Deposit	\$ 25.00
<b>Z</b>	<b>Trash Collection Permit - Valid for 1 Year</b>	<b>Fee</b>
	(a) Base Fee	\$ 25.00



dotCode: \_\_\_\_\_

**MUNICIPAL RESOLUTION NO.** 2010-05

**WHEREAS** the Pennsylvania Department of Transportation and Worcester Township  
*Municipality Name*  
have agreed to use the **dotGrants** on-line reporting system to file the required Liquid Fuels forms annually; including but not limited to the MS-965, MS-329 and MS-999 forms.

**NOW THEREFORE BE IT RESOLVED**

1. that the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this on-line reporting program;
2. that the Legislative Body hereby designates the following persons and any Officers holding the following titles/positions

Eunice C. Kriebel  
*Title*

Treasurer  
*Typed Name*

*Eunice C. Kriebel*  
*Signature*

Barbara S. Calozzo  
*Title*

Admin Assistant  
*Typed Name*

*Barbara S. Calozzo*  
*Signature*

to execute and provide all information necessary for the completion of said application, and to execute all documents necessary to effect such an agreement, including but not limited to, an Electronic Access Licensing Agreement (EALA) on behalf of the Municipality.

Passed this 20th day of January, 2010.

**LEGISLATIVE BODY**

(Typed Name)

(Signature)

Arthur C. Bustard

*Arthur C. Bustard*

Susan G. Caughlan

*Susan G. Caughlan*

Stephen C. Quigley

*Stephen C. Quigley*

I certify that the foregoing is a true and correct copy of the Resolution as finally adopted at a meeting of the Legislative Body held on the 20th day of JANUARY, 2010.

IN WITNESS WHEREOF, I hereunto set my hand on this 21<sup>st</sup> day of January, 2010.

(SEAL)

*Tiffany M. Loomis*  
*(Signature of Municipal Secretary/Clerk)*

**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal  
Tiffany M. Loomis, Notary Public  
Worcester Twp., Montgomery County  
My Commission Expires Oct. 21, 2013  
Member, Pennsylvania Association of Notaries

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2010-06**

**WHEREAS**, the Worcester Township Board of Supervisors desires to establish certain rules to govern public comment at regular and special meetings of the Board;

**NOW, THEREFORE, BE IT RESOLVED**, that the Worcester Township Board of Supervisors hereby establishes the following rules regarding public comment at regular and special meetings of the Board:

1. Public comment shall be received by the Board before each official action is taken at a regular or special meeting.
2. The Board will provide a "general" public comment period at the end of each meeting for issues of Township business in addition to the specific agenda items.
3. The Chairman of the Board shall preside over each public comment period and may, at his discretion:
  - a. Recognize individuals wishing to offer comment;
  - b. Require identification of such persons;
  - c. Require such persons to address the Board and to use the microphone provided for such purpose;
  - d. Rule out of order scandalous, impertinent, irrelevant, political, and redundant comment or any comment the discernible purpose of which is to disrupt or prevent the conduct of the business of the meeting.
4. The time allocated for each individual to comment on each agenda item or during the general public comment period shall be 5 minutes. Time may not be ceded by one individual to another.

5. If there is not enough time for general public comment at the end of a meeting, the Board may, at its discretion, defer the general public comment period to a meeting held before the next regular or special meeting, or to the next regular or special meeting.

**APPROVED** and **ADOPTED** at the public meeting of the Worcester Township Board of Supervisors held on February 17, 2010.

**WORCESTER TOWNSHIP**

By:   
**Arthur R. Bustard**, Chairman  
Board of Supervisors

Attest:   
**Susan Caughlan**, Vice-Chairman

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 10-07**

**WHEREAS**, Burges R. Unwalla, a member of Boy Scout Troop #133, after many years of dedication and exemplary hard work, has attained the rank of EAGLE SCOUT; and

**WHEREAS**, Mr. Unwalla did prepare, plan and implement the construction of four owl nesting boxes for Mill Grove; and

**WHEREAS**, the project will aide in educating the public and help preserve the fragile environment of the community; and

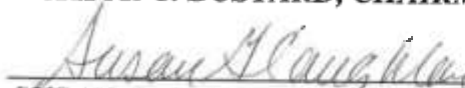
**NOW THEREFORE, BE IT RESOLVED**, that the Worcester Township Board of Supervisors on behalf of the residents and community hereby commends and recognizes Burges Unwalla for earning the distinction of Eagle Scout.

**APPROVED**, this 21<sup>st</sup> day of April, 2010 by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:

  
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. 2010-08**

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

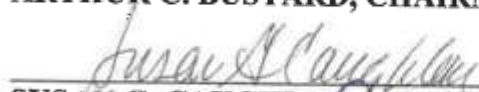
**NOW, THEREFORE, BE IT RESOLVED** that the Worcester Township Board of Supervisors accepts and formally amends the fee schedule as set forth in Exhibit "A" which is attached hereto and made a part hereof.

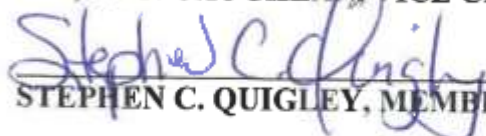
**APPROVED** this 21<sup>th</sup> day of April 2010, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**

By:

  
\_\_\_\_\_  
ARTHUR C. BUSTARD, CHAIRMAN

  
\_\_\_\_\_  
SUSAN G. CAUGHLAN, VICE CHAIR

  
\_\_\_\_\_  
STEPHEN C. QUIGLEY, MEMBER

# Worcester Township 2010 Fee Schedule

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

# Worcester Township 2010 Fee Schedule

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

# Worcester Township 2010 Fee Schedule

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



## Worcester Township 2010 Fee Schedule

<b>J</b>	<b>Driveway Permit</b>	<b>Fee</b>
(a)	Flat Fee	\$ 40.00
<b>K</b>	<b>Pools, Spas, &amp; Hot Tub Permits</b>	<b>Fee</b>
(a)	Per S.F. of water surface area	\$ 0.50
<b>L</b>	<b>Demolition Permit</b>	<b>Fee</b>
(a)	Per building demolished	\$ 300.00
<b>M</b>	<b>Plan Review &amp; Accessibility Inspection Fees for Permits</b>	<b>Fee</b>
(1)	<b>3rd Party Plan Review</b>	
(a)	Cost + 15% Administrative Fee	TBD
(2)	<b>Accessibility Plan Review &amp; Related Inspections</b>	
(a)	Flat Fee	\$ 250.00
(3)	<b>Accessibility Fire &amp; Panic Inspections (Periodic)</b>	
(a)	Flat Fee	\$ 25.00
<b>N</b>	<b>Inspection Penalties</b>	<b>Fee</b>
(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
<b>O</b>	<b>Zoning Permits - Code Enforcement</b>	<b>Fee</b>
(1)	<b>Fencing</b>	
(a)	Zoning Permit	\$ 30.00
(2)	<b>Patio &amp; Decks Less than 30" above Grade</b>	
(a)	Zoning Permit	\$ 30.00
(3)	<b>Placing, Moving, or Relocation Accessory Structures</b>	
(a)	Zoning Permit	\$ 30.00
(4)	<b>Moving/ Relocation of Structures over 500 S.F. (Not to include First Time Pre-Fab Homes)</b>	
(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

<b>P Zoning Application Fees - Code Enforcement</b>		<b>Fee</b>
<b>(1) Zoning Hearing Board Application - Residential Variance</b>		
(a) Application Fee		\$ 500.00
(b) Postponement/ Continuance		\$ 250.00
<b>(2) Zoning Hearing Board Application - Non-Residential Variance</b>		
(a) Application Fee		\$ 1,200.00
(b) Postponement/ Continuance		\$ 600.00
<b>(3) Zoning Hearing Board Application - Appeal</b>		
(a) Flat Fee		\$ 2,500.00
<b>Q Board of Appeals Fees</b>		<b>Fee</b>
<b>(1) Appeal Application</b>		
(a) Application Fee		\$ 150.00
(b) Hearing Fee		\$ 450.00
<b>R Consultant Fees</b>		<b>Fee</b>
<b>(1) Township Solicitor</b>		
(a) Per hour		\$ 140.00
(b) Per hour of litigation		\$ 150.00
<b>(2) Township Zoning Solicitor</b>		
(a) Per hour		\$ 135.00
(b) Per hour of litigation		\$ 135.00
<b>(3) Township Engineer</b>		
(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
<b>(4) Wastewater Engineer</b>		
(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

<b>R</b>	<b>Consultant Fees</b>	<b>Fee</b>
<b>(4) Wastewater Engineer (Continued)</b>		
(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
<b>(5) Natural Lands Trust Rates</b>		
(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
<b>S</b>	<b>Land Development &amp; Subdivision Fees</b>	<b>Fee</b>
<b>(1) Subdivision - Residential: 1 to 3 Lots</b>		
(a)	Application	\$ 500.00
(b)	Cash Escrow	\$ 1,000.00
<b>(2) Subdivision - Residential: 4 to 20 Lots</b>		
(a)	Application	\$ 500.00
(b)	Per Dwelling Unit	\$ 300.00
	Cash Escrow	\$ 2,500.00

**Exhibit "A"**

# Worcester Township 2010 Fee Schedule

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

# Worcester Township 2010 Fee Schedule

<b>T</b>	<b>Highway/Road Occupancy Permits</b>	<b>Fee</b>
<b>(3) Highway/Road Occupancy Inspection Fees - Above Ground Facilities</b>		
(a)	Up to 10 each	\$ 20.00
(b)	Each additional	\$ 2.00
<b>Burglar &amp; Fire Alarm Permits and Penalties</b>		
<b>U</b>		<b>Fee</b>
<b>(1) False Alarms - Burglar</b>		
(a)	Non-Registry	\$ 50.00
(b)	First & Second	No Fine
(c)	Third	\$ 50.00
(d)	Fourth & Over per Occurrence	\$ 100.00
<b>(2) False Alarms - Fire</b>		
(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
<b>V</b>	<b>Pavilion Rental Permits</b>	<b>Fee</b>
<b>(1) Families, Churches, Scouts, and Other Non-Profits - SEPTEMBER thru MAY</b>		
(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
<b>(2) Families, Churches, Scouts, and Other Non-Profits - JUNE thru AUGUST</b>		
(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
<b>(3) Businesses - SEPTEMBER thru MAY</b>		
(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
<b>(4) Businesses - JUNE thru AUGUST</b>		
(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

<b>W</b>	<b>Building Use Permit</b>	<b>Fee</b>
(a)	Fairview Village Assembly Hall Rental Flat Fee per Occurrence	\$ 25.00
<b>X</b>	<b>Sign Permit - Valid for 3 Years</b>	<b>Fee</b>
(a)	Base Fee	\$ 20.00
(b)	Size - Calculate from outside dimensions - Per S.F.	\$ 0.50
<b>Y</b>	<b>Solicitation Permit - Valid for 30 Days</b>	<b>Fee</b>
(a)	Per Person Soliciting	\$ 25.00
<b>Z</b>	<b>Yard Sale Permit - 1 per Year</b>	<b>Fee</b>
(a)	Base Fee	\$ 5.00
(b)	Refundable Deposit	\$ 25.00
<b>AA</b>	<b>Trash Collection Permit - Valid for 1 Year</b>	<b>Fee</b>
(a)	Base Fee	\$ 25.00

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2010-09**

**MONTGOMERY COUNTY CONSORTIUM BY-LAW UPDATE**

**WHEREAS**, the Montgomery County Consortium of Communities hereinafter referred to as "The Consortium" is a voluntary organization comprised of municipalities that meet on a regular basis to foster a cooperative approach to issues of mutual consent; and

**WHEREAS**, the Consortium seeks to utilize the total resources of all member communities to meet the challenges of the region and to develop recommendations for ratification and implementation by member local governments; and

**WHEREAS**, the Articles of Agreement had previously been approved to formalize the organization of the Montgomery County Consortium of Communities and its purpose and have now been amended to reflect the current organization's procedures.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Worcester Township hereby endorses the amended Articles of Agreement.

**PRESENTED AND ADOPTED** as a resolution by the Board of Supervisors of Worcester Township in a public meeting held on the 21<sup>st</sup> day of April, 2010.

**WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
**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. 2010-10**

**A RESOLUTION OF THE TOWNSHIP OF WORCESTER BOARD OF SUPERVISORS ADOPTING AN EMERGENCY OPERATIONS PLAN FOR WORCESTER TOWNSHIP**

**WHEREAS**, Section 7503 of the Pennsylvania Emergency Management Service Code, 35 Pa. C.S. Section 7101 et seq. mandates that municipalities prepare, maintain and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within this municipality; and

**WHEREAS**, the Township of Worcester has previously prepared an emergency operations plan, and amended it as necessary, in order to reduce the potential effects of a major emergency or disaster and to protect the health, safety and welfare of the resident of this municipality.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Board of Supervisors, do hereby approve, adopt, and place into immediate effect the Emergency Operations Plan of Worcester Township, as amended and dated May 2010. This plan shall be reviews on a bi-annual basis to make certain that it conforms to the requirements of the Montgomery County Emergency Operations Plan.

**PRESENTED AND ADOPTED** as a resolution by the Board of Supervisors of Worcester Township in a public meeting held on the 19<sup>th</sup> day of May, 2010.

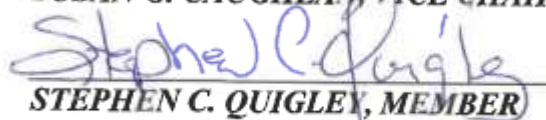
**WORCESTER TOWNSHIP**



**ARTHUR C. BUSTARD, CHAIRMAN**



**SUSAN G. CAUGHLAN, VICE CHAIR**



**STEPHEN C. QUIGLEY, MEMBER**





DEP Code No.  
1-46962-152-2

### RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (~~COMMISSIONERS~~) (~~COUNCILMEN~~) of WORCESTER  
(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** ROTELLE DEVELOPMENT CO. has proposed the development of a parcel of land identified as  
land developer

KIBBLEHOUSE, 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.

I, *Al C. Bustad*, 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 # 2010-11, adopted, May 19 2010.

Municipal Address:

1721 VALLEY FORGE ROAD  
PO BOX 767  
WORCESTER, PA 19490  
Telephone 610-584-1410

Seal of  
Governing Body

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2010-12**

**Sunny Brook Estates**

**Acceptance of Deed of Dedication for Pump Station  
and Pump Station Easement**

**WHEREAS, SUNNY BROOK ESTATES, LLC** is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania on which land exists certain sanitary sewer system facilities and appurtenances thereto (hereinafter referred to as the "Pump Station"); and

**WHEREAS, SUNNY BROOK ESTATES COMMUNITY ASSOCIATION** is the owner of a certain strip of land situate in Worcester Township, Montgomery County, Pennsylvania over which an easement is necessary in order to access the Pump Station to provide for the maintenance, repair and operation of the sanitary sewer system facilities and appurtenances thereto which comprise the Pump Station (hereinafter referred to as the "Pump Station Easement"); and

**WHEREAS, the SUNNY BROOK ESTATES, LLC,** for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Worcester Township ("Township") the Pump Station as more particularly set forth and described in Exhibit "A"; and

**WHEREAS, SUNNY BROOK ESTATES COMMUNITY ASSOCIATION,** for and in consideration of **One Dollar (\$1.00)**, desires to grant to the Township the Pump Station Easement as more particularly set forth and described in Exhibit "B"; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Worcester Township Board of Supervisors accepts the Deed of Dedication for the Pump Station and the Pump Station Easement to have and to hold, forever, in accordance with the terms and conditions set forth in the Deed and the Easement as more particularly defined in Exhibits "A" and "B".

**APPROVED** this 19th day of May, 2010, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

  
\_\_\_\_\_  
**ARTHUR C. BUSTARD, CHAIRMAN**

  
\_\_\_\_\_  
**SUSAN G. CAUGHLAN, VICE CHAIR**

  
\_\_\_\_\_  
**STEPHEN C. QUIGLEY, MEMBER**

**Deed of Dedication of Pump Station**

**EXHIBIT "A"**

**Pump Station Easement**

**EXHIBIT "B"**

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2010-13**  
**COGNATA/DIETRICH LOT CONSOLIDATION**  
**PRELIMINARY/FINAL SUBDIVISION APPROVAL**

**WHEREAS, KURT AND JANET DIETRICH and LUDOVICO AND BETTY COGNATA** (hereinafter collectively referred to as "Developer") are the owners and consolidators of three tracts of land situate in Worcester Township with frontage on Barley Lane, which tracts are more particularly identified as Montgomery County Tax Parcel Nos. 67-00-00116-48-3 (Lot 5), 67-00-00116-50-1 (Lot 6), and 67-00-00116-52-8 (Lot 7); and

**WHEREAS,** Developer intends to subdivide Lot 6 and consolidate the subdivided portions with Lots 5 and 7 (so that only those two lots will exist after transfer of the subdivided portions of Lot 6) as more particularly shown on a plan entitled "Ludovico and Betty Cognata/Kurt and Janet Dietrich" prepared by Grande Engineering of Norristown, Pennsylvania, dated November 2, 2009, last revised December 14, 2009, consisting of one (1) sheet (the "Plan"), which Plan is incorporated herein by reference; and

**WHEREAS,** the Developer desires to obtain preliminary/final subdivision approval of the Plan 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 Plan, subject, however, to the following conditions:

1. The lot consolidation shall be completed in strict accordance with the contents of the Plan and the terms and conditions of this Preliminary/Final Approval Resolution.

2. 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 Developer and shall be at no cost to the Township.

3. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code (as amended), it shall be the responsibility of the Developer to deliver the fully and properly executed record Plan (3 paper and 2 lines) to the Township in sufficient time that such Plan may be recorded at the Montgomery County Recorder of Deeds Office within ninety (90) days from the date of this final approval. Failure to deliver such properly executed Plan to the Township within this time frame shall render the approval of the Plan null and void.

4. 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 of 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 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.


(Signature page follows)

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors  
held on June 16, 2010.

**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. 2010-14**

**A RESOLUTION OF THE TOWNSHIP OF WORCESTER BOARD OF SUPERVISORS AUTHORIZES THE DISPOSITION OF THE BELOW STATED PUBLIC RECORDS**

**WHEREAS**, by virtue of Resolution No. 2008-24 adopted the 1<sup>st</sup> day of December, 2008 the Township of Worcester declared its' intent to follow the schedules and procedures as set forth in the Municipal Records Manual approved July 16, 1993 and,

**WHEREAS**, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

- 1925-1959                    Treasurer Acct Books
- 1960-1979                    Treasurer Acct Books
- 1956-1983                    Bank Statements & Bills/Bookkeeping Records
- 1989-2002                    Tax Collector Cash Receipts/Bank Receipts/Liens
- 1999                            Paid Taxes/Tax Cr Sheets/Payment Report/Correspondence
- 1998                            Paid Tax Bill 7/1/1998-1/10/1999
- 1970-1979                    Assessments-Tax Duplicates
- 1953-1984                    Commonwealth of Pa Annual Budgets
- 1998                            Tax Duplicates
- 1980-1982                    Montgomery County Assessments & Liens
- 1960-1989                    Tax Collector Reports/Per Capita/Occupation Tax/Assessments
- 1977-1983                    Auditor Reports
- 1997                            Insurance Policies
- 1989                            Bid Documents-Township Building
- 1975-1999                    Insurance Quotes/Policies/Certificates of Insurance/Correspondence
- 1999-2000                    Per Capita
- 2000                            Worcester School Register
- 2000                            County & Tax Register
- 1998                            Paid Taxes/MSD Interims/Removals/Tax Certifications/Bank Statements
- 1999                            Tax Registers/County-Township-School Per Capita/Delinquent Letters
- 1992-1999                    Cancelled payroll checks from January 1, 1992 to December 31, 1999
- 2010                            Shredding of 2010 Census Material

**PRESENTED AND ADOPTED** as a resolution by the Board of Supervisors of Worcester Township in a public meeting held on the 21st day of July, 2010.

**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. 2010-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WORCESTER TOWNSHIP APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT OF SALE WITH THE PENNSYLVANIA TURNPIKE COMMISSION FOR A PORTION OF PROPERTY OWNED BY THE TOWNSHIP ADJACENT TO THE PENNSYLVANIA TURNPIKE BEING A 1.264 ACRE PORTION OF MONTGOMERY COUNTY TAX PARCEL NO. 67-00-0346-21-7.**

**WHEREAS, WORCESTER TOWNSHIP** ("Township") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania which land has frontage on Bethel Road and is adjacent to the Pennsylvania Turnpike ("Property"); and

**WHEREAS, the PENNSYLVANIA TURNPIKE COMMISSION** ("Commission") intends to record a plan in the Recorder of Deeds office in Montgomery County indicating the need to condemn a 1.264 acre portion of the Property for the use of the Pennsylvania Turnpike, which portion is more particularly identified on the Property Plat plan prepared for the Pennsylvania Turnpike Commission dated November 30, 2009 and attached hereto as Exhibit "A" (the "Premises to be Condemned"); and

**WHEREAS, in lieu of condemnation, the Township has agreed to sell the Premises to be Condemned to the Commission for the sale price of One Hundred Twenty-seven Thousand Eight Hundred Dollars (\$127,800.00) in accordance with the terms of an Agreement of Sale for the acquisition of the Premises to be Condemned by the Commission, a true and correct copy of which is attached hereto as Exhibit "B"; and**

**WHEREAS**, the Worcester Township Board of Supervisors, by official action, desires to accept the terms of the Agreement of Sale.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. Acceptance of Terms of Agreement of Sale. Worcester Township hereby accepts the terms of the Agreement of Sale attached hereto as Exhibit "B" for the sale of a portion of property owned by the Township, being a 1.264 acre portion of Montgomery County Tax Parcel No. 67-00-0346-21-7 and more particularly identified on the Property Plat plan prepared for the Pennsylvania Turnpike Commission attached hereto as Exhibit "A", to the Pennsylvania Turnpike Commission for the agreed upon sale price of One Hundred Twenty-seven Thousand Eight Hundred Dollars (\$127,800.00).


2. Authorization. The Board of Supervisors hereby authorizes any of its members to execute the aforementioned Agreement of Sale and all documents and paperwork necessary to complete the sale of the property as described above pursuant to the terms of the Agreement of Sale, as approved by the Township Solicitor.

**RESOLVED** this 7th day of July, 2010, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

  
**ARTHUR C. BUSTARD, CHAIRMAN**

  
**SUSAN G. CAUGHLAN, VICE CHAIR**

  
**STEPHEN C. QUIGLEY, MEMBER**

**Agreement of Sale**

**EXHIBIT "A"**

(AG Approval  
Date: 10/29/08)

**AGREEMENT OF SALE**

(Fee Simple Conveyance)

MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **Worcester Township, 1721 Valley Forge Road, PO Box 767, Worcester, PA 19490** (Sellers);

AND

**PENNSYLVANIA TURNPIKE COMMISSION**, an instrumentality of the Commonwealth of Pennsylvania, of P.O. Box 67676, Harrisburg, Pennsylvania 17106-7676 (Buyer).

WHEREAS, the Buyer intends to record or has recorded its plan in the Recorder of Deeds office in Montgomery County indicating the need to condemn property for the use of the highway; and

WHEREAS, in lieu of condemnation, the Sellers have agreed to sell the needed property to the Buyer; now

THEREFORE, in consideration of \$1.00 in hand paid and the mutual promises contained herein, the parties agree as follows:

1) That the Sellers will sell and the Buyer will purchase the property situate in Worcester Township, Montgomery County, Pennsylvania; being a part of the property Tax Parcel No. 67-00-00346-21-7 conveyed to the Sellers by deed dated, July 21, 2009 and recorded in the Montgomery County Recorder of Deeds office in Deed Book 5743 Page 1811.

2) That the sale price, which in the event of a partial take includes damages, if any, to the remainder, shall be One Hundred Twenty Seven Thousand Eight Hundred Dollars (\$127,800.00) payable upon execution and delivery of the Deed and Release, if necessary, and in no event later than ninety (90) days from the date of this Agreement, except for cause shown.

3) Sellers agree to convey the property free and clear of all liens, encumbrances, and leases or agreements, which the Sellers have the right to terminate or remove. Further, Sellers will convey good and marketable title, as determined by the Buyer's counsel or settlement agent, and will generally warrant the interest to be conveyed.

4) If applicable, Sellers will assign to the Buyer all of Sellers' right, title, and interest in those leases, agreements, and other encumbrances, which cannot be terminated or removed.

5) All expenses of examination of the title and of the preparation and recording of the Deed and any transfer taxes shall be paid by the Buyer. The parties hereby agree that, at closing, county and

(AG Approval  
Date: 10/29/08)

local real estate taxes will be pro rated based upon the calendar year; school real estate tax will be pro rated based upon a fiscal year.

6) Sellers agree that with the execution of this Agreement the Buyer, its agents, and contractors shall have the right to enter said property to make studies, tests, soundings, surveys, and in general do any other work necessary for the purpose for which this acquisition is made. However, Buyer agrees that its agents and contractors will not enter the dwelling prior to Sellers' vacation of the same.

7) The Sellers, upon closing, do remise, release, quitclaim, and discharge forever the Buyer, its successors and assigns, or its employees or representatives of and from all suits, damages, claims, demands, actions and causes of action which the Sellers might have been entitled to assert for or on account of Buyer's acquisition of the Sellers' property under the Pennsylvania Eminent Domain Code incidental to or consequential upon the construction, operation, and maintenance of the Buyer's roadway, except damages, if any, under 26 Pa.C.S. §710.

8) This Agreement shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

INTENDING TO BE LEGALLY BOUND, THE PARTIES SIGN ON THE DATE ABOVE WRITTEN:

WITNESS:

SELLERS: Worcester Township

By: \_\_\_\_\_, Chairman

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

\_\_\_\_\_  
Ann Louise Edmunds  
Assistant Secretary-Treasurer

\_\_\_\_\_  
Allen D. Biehler  
Chairman

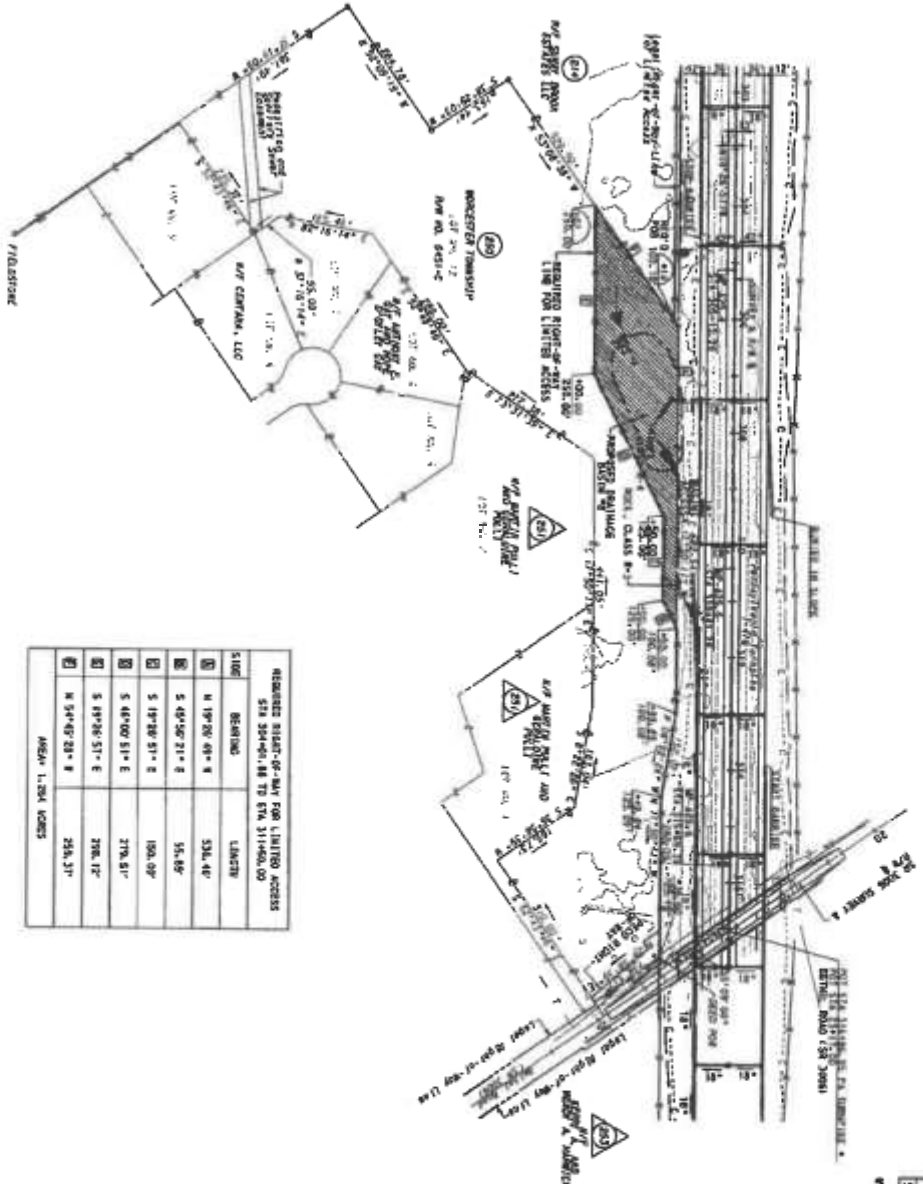
APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_

**Property Plat Plan**

**EXHIBIT "B"**





REQUIRED RIGHT-OF-WAY FOR LIMITED ACCESS  
511 204+00.00 TO STA. 311+00.00

STATION	BEARING	LENGTH
1	N 10°20' 00" W	324.45'
2	S 49°50' 21" E	55.46'
3	S 14°20' 51" E	100.00'
4	S 44°00' 51" E	278.51'
5	S 14°20' 51" E	208.17'
6	N 54°45' 20" W	254.31'

AREA: 1.264 ACRES

**DEED PLAT**  
1" = 100' HORIZ. SCALE  
1" = 5' VERT. SCALE



CONTRACT NO.	05-001-0000	SHEET NO.	4	COUNTY	MONTGOMERY	DISTRICT	4
STRUCTURE NO.	DMC NUMBER P.T. 210, 000	PROJECT NAME	WYOMING COUNTY TOWNSHIP				



**NOTES**

1. THE TIES, BEARINGS, AND DISTANCES ON THE TYPING ARE OF THE TYPE SHOWN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ADJUSTER BEING OBTAINED BY THE FIELD FIELD.

2. THIS PLAT PLAN IS PLATTED FROM THE AREA OF RECORD IN THE COUNTY OF WYOMING AND REFLECTS THE ACCURACY AND INFORMATION OF THE SITE.

3. ALL PROPERTIES ARE PLATTED FROM AREA OF RECORD, SECURED SOLUTIONS OF LOT PLANS, OR FROM FIELD SURVEY. PROPERTY OWNERS ARE ADVISED THAT ANY PROPERTY NOT SHOWN ON THIS PLAT PLAN IS NOT SHOWN FOR THE PURPOSES OF THIS PLAT PLAN AND IS NOT TO BE CONSIDERED AS A BASIS FOR ADJUSTER BEING OBTAINED BY THE FIELD FIELD.

4. THIS PLAT PLAN IS PLATTED FROM THE AREA OF RECORD IN THE COUNTY OF WYOMING AND REFLECTS THE ACCURACY AND INFORMATION OF THE SITE.

THE REQUIRED RIGHT-OF-WAY FOR THIS PROJECT SHALL BE ACQUIRED BY THE SURVEYOR'S FIELD SURVEY. ADJUSTER, IF ANY, ESTIMATED AS NOTED IN THE FIELD SURVEY SHALL BE ACQUIRED IN SUCH MANNER AS TO Satisfy THE REQUIREMENTS OF THE FIELD SURVEY.

THIS PLAT PLAN IS PLATTED FROM THE AREA OF RECORD IN THE COUNTY OF WYOMING AND REFLECTS THE ACCURACY AND INFORMATION OF THE SITE.

DMC 1 OF 1  
250

**PROPERTY PLAT**  
**PENNSYLVANIA TURNPIKE COMMISSION**

PLAT NO. 024 6451-C  
TOWNSHIP: WYOMING COUNTY  
COUNTY: MONTGOMERY

DATE OF RECORD	DATE OF RECORD	DATE OF RECORD	DATE OF RECORD
11-11-02	11-11-02	11-11-02	11-11-02
11-11-02	11-11-02	11-11-02	11-11-02
11-11-02	11-11-02	11-11-02	11-11-02

WORCESTER TOWNSHIP , BOARD OF SUPERVISORS

MONTGOMERY COUNTY , COMMONWEALTH OF PENNSYLVANIA  
Resolution No. 2010-16

PEMA-DAP -2

DESIGNATION OF AGENT RESOLUTION

FOR: FEBRUARY 2010 SNOW EVENT  
(Enter Name of Disaster or Number)

BE IT RESOLVED BY Board of Supervisors OF Worcester Township  
(Governing Body) (Public Entity)

THAT Eunice C Kriebel, Treasurer  
(Name of Applicant Agent) (Title)

IS HERBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF  
Worcester Township, Montgomery County,  
(Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 2nd day of August, 20 10.

Arthur Bustard Chairman Arthur C Bustard  
(Name) (Title) (Signature)

Susan Caughlan Vice Chairman Susan Caughlan  
(Name) (Title) (Signature)

Stephen Quigley Member Stephen C Quigley  
(Name) (Title) (Signature)

(Name) (Title) (Signature)

(Name) (Title) (Signature)

CERTIFICATION

I, Eunice C Kriebel, duly appointed and Treasurer  
(Name) (Title)

of Worcester Township, do hereby certify that the above is a true and correct copy of  
(Public Entity)

a resolution passed and approved by the Board of Supervisors  
(Governing Body)

of Worcester Township on the 2nd day of August 20 10  
(Public Entity)

Eunice C Kriebel Treasurer 8/9/10  
(Signature) (Official Position) (Date)

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2010- 17**  
**AMENDING FINAL LAND DEVELOPMENT APPROVAL**

**Montgomery Presbyterian Church**

**WHEREAS, MONTGOMERY PRESBYTERIAN CHURCH** ("Developer") is the owner and developer of a certain tract of land consisting of 37± acres situate in Worcester Township with frontage on Morris Road (the "Tract"); and

**WHEREAS**, on November 19, 2008, the Developer was granted Preliminary Land Development Approval by Resolution 2008-22 to construct two building additions to an existing one-story brick church, an additional parking lot and detention basin improvements (the "Development"); and

**WHEREAS**, the Development received Final Land Development Approval on September 1, 2009; and

**WHEREAS**, the Development is more particularly shown on plans prepared by D.L. Howell & Assoc., Inc., being plans consisting of twenty (20) sheets dated July 20, 2007 with a final revision date of May 29, 2009 (the "Approved Plans"); and

**WHEREAS**, by letter dated June 9, 2010, the Developer requested that it be permitted to phase the construction of the Development and submitted a three-sheet plan set entitled "Construction Phasing", which is dated May 15, 2010 and contains an Overall Phasing Site Plan and Phase 1 Grading and Construction Plans (the "Phasing Plans") (the Approved Plans and the Phasing Plans shall be collectively referred to as the "Plans"); and

**WHEREAS**, the Developer has represented that the Development will be constructed in three phases; 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 approval of the Phasing 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 approval of the Phasing Plans described herein subject, however, to the following conditions:

1. Prior to recording the Plans, the Developer shall revise the Phasing Plans to contain all of the applicable statements, certifications, affidavits, and approvals required for recording at the Montgomery County Recorder of Deeds.

2. Prior to recording the Plans, the Developer shall revise the Phasing Plans to clearly identify Phases 2 and 3 of the Development. The Phasing Plans shall be further revised to include a statement indicating that building permits for Phases 2 and 3 respectively shall not be issued unless and until the Developer has entered into the appropriate development agreements with the Township and posted financial security for public improvements associated with Phases 2 and 3, if any, in accordance with the Pennsylvania Municipalities Planning Code.

3. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township for the construction of Phase 1 of the Development. 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 associated with Phase 1 as shown on the Plans ("Phase 1 Improvements") in accordance with Township criteria and specifications as well as to secure the completion of the Phase 1 Improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

4. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of Resolution 2008-22, the grant of final approval, and this Resolution.

5. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes on the Plans, this Resolution, and the Land Development and Financial Security Agreement and all subsequent development agreements shall be borne entirely by the Developer and shall be at no cost to the Township.

6. 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.

7. 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 Plans shall not be 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.

8. 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 of 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 August 18, 2010.

**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. 2010-18**

**Opposition to Forced Local Government Mergers and Consolidations**

A RESOLUTION of the Township of Worcester, County of Montgomery, the Commonwealth of Pennsylvania, in opposition to forced mergers and consolidations of local governments in Pennsylvania.

**Whereas**, townships are excellent fiscal stewards that have been doing more with less ever since the days of William Penn and are run by elected officials who live and work in the communities they represent and are more committed to pinching pennies and working together to stretch tax dollars than anyone else in government today; and

**Whereas**, various special interests suggest that there are too many local governments in Pennsylvania and that reducing this figure through forced boundary change will somehow lead to greater economic conditions and the better delivery of services in the Commonwealth; and

**Whereas**, no one has ever proven that bigger, centralized government is better or even more cost-effective than township government; and

**Whereas**, governments that rely on consolidated county-based governments generally have higher tax burdens than smaller governments; and

**Whereas**, recent reports of financially distressed municipalities in Pennsylvania are largely contained to the Commonwealth's large cities and urban areas; and

**Whereas**, HB 2431 (*Session of 2010*) would, if adopted, change the Pennsylvania Constitution and establish the county as the basic level of local government in Pennsylvania, with municipalities existing only under the jurisdiction of the county and having only those duties and responsibilities as determined by the county; and

**Whereas**, the township supports the voluntary merger or consolidation of local governments if the process is initiated at the local level and has the support of the majority of the residents of all affected municipalities; and

**Resolved**, that the Township of Worcester, County of Montgomery, opposes any measure, initiative, or plan that mandates the forced merger or consolidation of local governments; and be it further

**Resolved**, that the General Assembly be urged to oppose HB 2431, and any similar kind of legislation that has been or may be introduced in the future to weaken the responsiveness and effectiveness of local government.

**Adopted** by the Board of Supervisors of the Township of Worcester, County of Montgomery the Commonwealth of Pennsylvania, this 2<sup>nd</sup> day of August, 2010.

**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. 2010-19**

**AUTHORIZING THE CONDEMNATION OF A PORTION  
OF A PARCEL OF LAND IN WORCESTER TOWNSHIP,  
MONTGOMERY COUNTY FOR OPEN SPACE PURPOSES.**

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**WHEREAS**, pursuant to Worcester Township Open Space Plan, the Board of Supervisors of Worcester Township ("Board") considers it necessary for Worcester Township (the "Township") to acquire a certain parcel of undeveloped land owned by Ms. Mary Louise Graham ("Grantor") and being a portion of Montgomery County Tax Parcel 67-00-00892-508 as more specifically described in the plan attached hereto and incorporated herein as Exhibit "A" (the "Easement Area")

**WHEREAS**, the Board desires to use the Easement Area for open space purposes including: constructing; using; repairing; inspecting; renewing; removing; relocating; adding to; operating; and, patrolling and maintaining trail facilities; and

**WHEREAS**, the Board and Grantor have agreed that the term "trail facilities" as used hereinabove means: (i) trail or set of trails, together with steps, railings, and other surface structures which, as to wet area, may include bridges and culverts (collectively, the "Trail"); (ii) signs to mark the Trail, to provide information related to the Trail, and for interpretive purposes; (iii) fencing, gates, and barriers to control access; and, (iv) with the prior written consent of Grantor, her successor and assigns: benches, picnic tables, trash receptacles, and bicycle racks; 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.

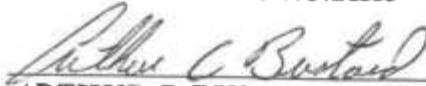
**NOW, THEREFORE, BE IT RESOLVED** by the Board as follows:

1. The Board hereby authorizes the condemnation of a portion of the property owned by Ms. Mary Louise Graham and being a portion of Montgomery County Tax Parcel 67-00-00892-508 as more specifically described in the plan attached hereto and incorporated herein as Exhibit "A", in fee simple absolute; and

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

**ADOPTED** by the Board of Supervisors of the Township of Worcester, County of Montgomery the Commonwealth of Pennsylvania, this 15<sup>th</sup> day of September, 2010.

**WORCESTER TOWNSHIP**

  
\_\_\_\_\_  
**ARTHUR C. BUSTARD, CHAIRMAN**

  
\_\_\_\_\_  
**SUSAN G. CAUGHLAN, VICE CHAIR**

  
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**STEPHEN C. QUIGLEY, MEMBER**

**EXHIBIT A**



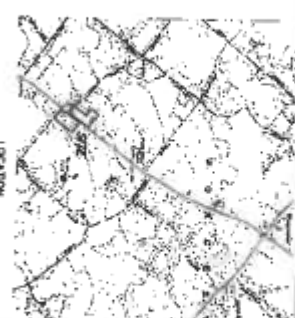
NOTICE: This map is a representation of the actual conditions of the property. It is not intended to be used for any other purpose. The survey was conducted on the date shown on the map. The surveyor is not responsible for any errors or omissions in this map.

**RECORDS:**  
 All recorded maps and instruments shall be filed in the office of the Recorder of Deeds, Montgomery County, Pennsylvania. The following records are on file:  
 - Montgomery County Records Book 15, Page 123  
 - Montgomery County Records Book 15, Page 124  
 - Montgomery County Records Book 15, Page 125

**NOTICE:**  
 The survey was conducted on the date shown on the map. The surveyor is not responsible for any errors or omissions in this map. The surveyor is not responsible for any errors or omissions in this map.

**NOTICE:**  
 The survey was conducted on the date shown on the map. The surveyor is not responsible for any errors or omissions in this map. The surveyor is not responsible for any errors or omissions in this map.

**NOTICE:**  
 The survey was conducted on the date shown on the map. The surveyor is not responsible for any errors or omissions in this map. The surveyor is not responsible for any errors or omissions in this map.



SU-1

**BOUNDARY AND EASEMENT SURVEY FOR MONTGOMERY COUNTY FARMLAND PRESERVATION**  
**GRAHAM FARM - 1515 VALLEY FORGE ROAD**  
**WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA**

**BARRY ISETT & ASSOCIATES, INC.**  
 Consulting Engineers & Surveyors  
 West Haverhill, PA 17403  
 510-529-2858 www.barryisett.com

NO.	DATE	BY	REVISION

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2010- 20**

**Guardino Subdivision (3155 Methacton Avenue)**

**PRELIMINARY / FINAL SUBDIVISION APPROVAL**

**WHEREAS, DONNA GUARDINO and CINDY NACARELLI** (collectively, "Developers") are the owners and developers of a certain tract of land consisting of 1.67± acres known as 3155 Methacton Avenue in Worcester Township (the "Development"); and

**WHEREAS,** the Development is more particularly shown on plans prepared by Woodrow & Associates, Inc., being plans consisting of four (4) sheets dated February 23, 2010c with a last revision date of July 7, 2010 (the "Plans"); and

**WHEREAS,** Developers have 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 Developers 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 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 130-28.G(4): Requiring the planting of shade trees. The existing trees on-site are acceptable to fulfill the requirements of this provision.

b. Section 130-28.G(5)(b)[1]: Requiring a softening buffer. The existing vegetation on-site satisfies this requirement.

c. Section 130-28.G(9)(a): Requiring lot trees. The existing trees on-site satisfy this requirement.

d. Section 130-24.B.1: Requiring a map of the watershed.

e. Section 130-28.E.1: Requiring a tree survey/landscape plan. Sheet 3 of 4 of the Plans provides a full survey of all trees on-site, which is sufficient to satisfy this provision.

f. Section 130-33.C.1: Requiring the existing features within 400 feet of any part of the land being subdivided to be shown on the Plans. The Developers have provided off-site details on Sheets 2 and 3 of the Plans which are sufficient to satisfy this provision.

2. Prior to the recording of the Plans, the Developers shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated July 23, 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, Developers shall provide to the Township for review and approval the legal descriptions and deeds of dedication for the "shared access easement" and storm sewer easement depicted on the Plans.

4. Developers 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 are not fulfilled after reasonable notice to do so.

5. Prior to recording the Plans, Developers shall enter into a Land Development and Escrow Agreement (Agreement) with Worcester Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Supervisors and the Developers 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. Developers shall obtain a Road Opening Permit from the Township in conjunction with the installation of the sewer lateral and water service depicted on the Plans within Methacton Avenue. The Road Opening Permit shall be obtained at the time of building permit application for the construction of the new dwelling on Lot 2. That permit shall require the owner of Lot 2 to be responsible for the road restoration of Methacton Avenue as a result of the excavation for both the water and sewer service connections.

7. No connection to the Township's sanitary sewer system can be made until appropriate permits are received from the Township and the appropriate tapping fee for sewer capacity is paid to the Township.

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 to the Plans, this Preliminary/Final Approval

Resolution, and the Land Development and Escrow Agreement shall be borne entirely by the Developers and shall be at no cost to the Township.

10. Developers 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 Developers have the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. 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 15, 2010.

**WORCESTER TOWNSHIP**

  
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**ARTHUR C. BUSTARD, CHAIRMAN**

  
\_\_\_\_\_  
**SUSAN G. CAUGHLAN, VICE CHAIR**

  
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**STEPHEN C. QUIGLEY, MEMBER**

**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2010- 21**

**A RESOLUTION AMENDING RESOLUTION 2009-20 TO FURTHER DEFINE AND CLARIFY THE PREVIOUSLY AUTHORIZED COMMITMENT OF FUNDS FOR AN AGRICULTURAL CONSERVATION EASEMENT ON PROPERTY LOCATED ALONG VALLEY FORGE ROAD AND OWNED BY MARY LOUISE GRAHAM (THE "GRAHAM PROPERTY"); AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE AND PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT OVER THE GRAHAM PROPERTY BY AND BETWEEN MARY LOUISE GRAHAM, MONTGOMERY COUNTY AND WORCESTER TOWNSHIP; AND AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE FOR TRAIL EASEMENT OVER A PORTION OF THE GRAHAM PROPERTY BY AND BETWEEN MARY LOUISE GRAHAM AND WORCESTER TOWNSHIP**

**WHEREAS, MARY LOUISE GRAHAM** ("Owner") is the owner of certain land located along Valley Forge Road in Worcester Township, which land is more particularly identified as Montgomery County Tax Parcel Nos. 67-00-00892-508 and 67-00-00893-003 (collectively, the "Graham Property"); and

**WHEREAS, on October 5, 2009, the Board of Supervisors approved Resolution No. 2009-20** which authorized the contribution of Ninety-nine Thousand and 00/100 Dollars (\$99,000) by the Township ("Township Contribution") toward the purchase of an agricultural conservation easement ("Conservation Easement") on the Property, conditioned upon Owner's acceptance of a formal written offer, which included a contribution from the Commonwealth of Pennsylvania and Montgomery County, in addition to the Township Contribution; and

**WHEREAS, the Board of Supervisors desires to further clarify Resolution No. 2009-20** since a portion of the Township Contribution is intended to be used toward the purchase of the

Conservation Easement, with the remainder of the \$99,000 contribution to be used for the purchase of a trail easement over a portion of the Graham Property; and

**WHEREAS**, the Board of Supervisors, by official action, further desires to accept the terms of an Agreement of Sale for purchase of the Conservation Easement by and between Mary Louise Graham, Montgomery County and the Township as well as the terms and conditions of an Agreement of Sale for the purchase of the Trail Easement by and between Mary Louise Graham and the Township.

**NOW, THEREFORE, BE IT RESOLVED** that:

1. Resolution 2009-20 is hereby amended to further define and clarify the previously authorized commitment of funds by the Township in the amount of Ninety-nine Thousand and 00/100 as follows:

Contribution toward Conservation Easement on the Graham Property	\$51,018.75
Contribution toward Trail Easement on portion of the Graham Property	\$47,981.25
<hr/>	
Total Township Contribution	\$99,000.00

2. Worcester Township hereby accepts the terms of the Agreement of Sale and Purchase of an Agricultural Conservation Easement to the County and a Local Government Unit Jointly in Perpetuity attached hereto as Exhibit "A" for the sale of a conservation easement by Mary Louise Graham to Montgomery County and Worcester Township over certain property owned by Mary Louise Graham and located along Valley Forge Road, which land is more particularly identified as Montgomery County Tax Parcel Nos. 67-00-00892-508 and 67-00-00893-003, as more particularly set forth in said Agreement.

3. Worcester Township hereby accepts the terms of the Agreement of Sale for Trail Easement which is attached hereto as Exhibit "B" for the sale of a trail easement by Mary

Louise Graham to Worcester Township over a certain portion of property owned by Mary Louise Graham and located along Valley Forge Road, which land is more particularly identified as Montgomery County Tax Parcel Nos. 67-00-00892-508 and 67-00-00893-003, as more particularly set forth in said Agreement.


4. The Board of Supervisors hereby authorizes any of its members to execute the aforementioned Agreements of Sale and all documents and paperwork necessary to complete the transfer of the easements described above pursuant to the Agreements of Sale attached hereto as Exhibits "A" and "B".

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on September 15, 2010.

**WORCESTER TOWNSHIP**

  
\_\_\_\_\_  
**ARTHUR C. BUSTARD, CHAIRMAN**

  
\_\_\_\_\_  
**SUSAN G. CAUGHLAN, VICE CHAIR**

  
\_\_\_\_\_  
**STEPHEN C. QUIGLEY, MEMBER**

**Agreement of Sale -- Conservation Easement  
Exhibit "A"**

AGREEMENT FOR THE SALE AND PURCHASE OF  
AN AGRICULTURAL CONSERVATION EASEMENT  
TO THE COUNTY AND A LOCAL  
GOVERNMENT UNIT JOINTLY IN PERPETUITY

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2010 by and among Mary Louise Graham residing at 1515 Valley Forge Rd., Collegeville, PA 19426 ("Grantor(s)") and the County of Montgomery, Pennsylvania. ("County") acting through its County Agricultural Land Preservation Board, Norristown, Pennsylvania, ("County Board") and Worcester Township, a Local Government Unit located within the County (all the parties hereinafter are collectively referred to as Grantees) is an Agreement for the Sale and Purchase of an Agricultural Conservation Easement.

WITNESSETH

WHEREAS; Grantor(s) is/are the sole owner(s) of all that certain land situate in Worcester Township, Montgomery County, Pennsylvania consisting of 16.914 acres of land together with the buildings and improvements erected thereon and more particularly described in Exhibit "A" hereto ("the subject land"); and

WHEREAS; Grantor(s) intend(s) to convey an agricultural conservation easement in the subject land to the Grantees pursuant to the Agricultural Area Security Law, P.L. 128, No. 43, June 30, 1981 (3 P.S. Section 901-915) as amended (hereinafter "the Act"); and

WHEREAS; the County has adopted a program for purchasing agricultural conservation easements which program has been certified by the State Board pursuant to the Act; and

WHEREAS, the Local Government Unit has recommended to the County Board the purchase of an agricultural conservation easement in the subject land by the County and the Local Government Unit as joint ownership; and

WHEREAS; the County acting through the County Board has recommended that the County and the Local Government Unit jointly purchase an agricultural conservation easement in the subject land; and

WHEREAS; the County Board is authorized under the Act to execute agreements for the purchase of agricultural conservation easements and to purchase agricultural conservation easements jointly in the names of the County and the Local Government Unit; and

WHEREAS, the Local Government Unit is authorized under the Act to participate with the County in the preservation of farmland through the purchase of an agricultural conservation easement; and

WHEREAS; the County Board and the Local Government Unit wish to provide for payment of the purchase price and the costs incident to the purchase of an agricultural conservation easement in the subject land; and

WHEREAS; the Grantees wish to provide for the enforcement of an agricultural conservation easement in the subject land.

NOW THEREFORE; in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

#### ARTICLE I

1. Upon acceptance and execution as set forth in Article XII, this Agreement shall constitute an Agreement For The Sale And Purchase Of An Agricultural Conservation Easement between the Grantor(s) and the Grantees.
2. The provisions of the Agricultural Area Security Law, P.L. 128, No. 43, June 30, 1981 (3 P.S. Sections 901-915) as amended and the provisions of the Regulations adopted at 7 Pa. Code Ch. 138e are incorporated herein by reference and made a part hereof.

#### ARTICLE II

1. Grantor(s) agree(s) to sell and convey to the Grantees their successors and assigns, and Grantees agree to purchase from Grantor(s) an interest in the subject land consisting of an agricultural conservation easement as defined in the Act and this Agreement (hereinafter "agricultural conservation easement"). The agricultural conservation easement shall be conveyed to the Grantees as joint tenants under the Act with the County being a 91.09 percent joint owner and the Local Government Unit being a 8.91 percent joint owner.
2. The parties agree that the purchase price of \$ 572,473.85 for the agricultural conservation easement to be purchased pursuant to this Agreement shall be paid at the time of the closing as set forth in Article VIII. The County shall pay \$ 521,455.10 and the Local Government Unit shall pay \$ 51,018.75.
3. Upon payment of the purchase price and any reimbursement for costs incident to the purchase of the agricultural conservation easement as set forth in Article III, the allocation made to the County from the Agricultural Conservation Easement Purchase Fund shall be reduced by the amount reimbursed by the Commonwealth.

### ARTICLE III

1. The County Board agrees that the costs set forth in the Statement of Costs by the County Board and attached as Exhibit "B" hereto are costs incident to the purchase of the agricultural conservation easement.

2. Within 10 days after the closing of the purchase of the agricultural conservation easement, the County Board shall submit to the State Board a settlement statement, including an accounting for all funds received from the Commonwealth in connection with the costs incident to the purchase and a copy of the executed Deed of Agricultural Conservation Easement.

3. Within 10 days after the closing of the purchase of the agricultural conservation easement, the County Board may submit a request for payment of its unreimbursed costs incident to the purchase of the agricultural conservation easement to the State Board. Payment of such costs will be approved by the State Board at its next regularly scheduled meeting so long as such costs are reasonable, within the scope of the Statement of Costs, and the allocation of funds from the Agricultural Conservation Easement Purchase Fund to the County is sufficient to pay for such costs.

### ARTICLE IV

Grantor(s) represent(s), warrant(s) to, and covenant(s) with the Grantees that:

1. Grantor(s) are adult individuals having the full power, capacity and authority to enter into this Agreement.

2. Grantor(s) have been advised and encouraged to have legal counsel review this Agreement on their behalf prior to signing it.

3. Grantor(s) have read this Agreement and understand its contents and that it restricts the use of the subject land to agricultural production and equine activity, and, knowing this, voluntarily enter into this Agreement.

4. The information and statements set forth in the Application Form, Locational Map, Soils Report and Crop Report furnished by the Grantor(s) to the County Board pursuant to 7 Pa. Code Section 138e.61 is true and correct and that all facts necessary to prevent the information and statements from being misleading have been disclosed.

5. Grantor(s) acknowledges that any violation of the terms of this Agreement or the Deed of Agricultural Conservation Easement, when delivered, shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor(s), his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred



including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

#### ARTICLE V

The County Board represents, warrants to, and covenants with the Grantor(s) and the other Grantees that:

1. The County Board has been duly established by the County and is validly existing under the laws of the Commonwealth of Pennsylvania.
2. The County Board has adopted rules and regulations for the administration of a countywide program for the purchase of agricultural conservation easements within agricultural security areas.
3. The County Board is in compliance with the Constitution and laws of the Commonwealth, including the Act and the Regulations issued pursuant to the Act and has full power and authority to consummate all transactions, execute all documents, including this Agreement, and perform all acts contemplated in this Agreement in the name of the County.
4. The County Board has reviewed the information and statements set forth by the Grantor(s) in the Application Form, Locational Maps, Soils Report, and Crop Report furnished to the County Board by the Grantor(s) pursuant to 7 Pa. Code Section 138e.61 and has found that the subject land is in an agricultural security area and qualifies for the purchase of an agricultural conservation easement under the Act and Regulations.
5. The County Board has complied with all provisions of the Act and Regulations in reviewing and recommending that the Grantees purchase an agricultural conservation easement in the subject land.

#### ARTICLE VI

The Local Government Unit represents, warrants to, and covenants with the Grantor(s) and the other Grantees that:

1. The Local Government Unit is validly existing under the laws of the Commonwealth of Pennsylvania.
2. The Local Government Unit has created an agricultural security area.
3. The Local Government Unit is in compliance with the Constitution and laws of the Commonwealth, including the Act and the regulations issued pursuant to the Act and has full power and authority to consummate all transactions, execute all documents, including this Agreement, and perform all acts contemplated in this Agreement in the name of the Local Government Unit.

4. The Local Government Unit has complied with all provisions of the Act and Regulations in reviewing and recommending that the County and the Local Government Unit purchase an agricultural conservation easement in the subject land.

#### ARTICLE VII

1. Grantor(s) shall not develop or use the subject land for any purpose other than agricultural production and/or equine activity.

2. Grantees or their designees or either of them jointly or severally, shall have the right to prevent the development or use of the subject land for any purpose other than agricultural production or equine activity.

3. The subject land shall be used solely for the production for commercial purposes of crops, equine activity, livestock and livestock products, including the processing or retail marketing of the crops, equine activity, livestock or livestock products if more than 50% of the processed or merchandised products are produced on the subject land.

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

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
  - (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
  - (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
  - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers;
  - (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
  - (f) Timber, wood, and other wood products derived from trees
  - (g) Aquatic plants and animals and their byproducts; and
  - (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, and pasturing equines, all of which a fee is collected.
- THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

4. This agricultural conservation easement shall not prevent the actions permitted under Section 14.1(c)(6)(i)-(v) of the Act.

5. This agricultural conservation easement shall be perpetual in duration.

6. Grantees' exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on

the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

7. Grantor(s), his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation, including but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials. The obligation imposed by this paragraph shall not merge with the Deed of Agricultural Conservation Easement, but shall survive the closing.

#### ARTICLE VIII

1. The closing of the sale and purchase set forth in this Agreement shall occur on a date to be established by the parties which date shall be no more than 120 days from the date of complete execution of this Agreement by the Parties. Closing shall be held at Norristown or in another location in Montgomery County, Pennsylvania as agreed among the parties in writing.

2. At closing, Grantor(s) shall deliver to Grantees a fully executed Deed of Agricultural Conservation Easement in the form attached as Exhibit "C" hereto. Grantor(s) further agrees to execute and deliver to Grantees any other documents necessary to record such Deed of Agricultural Conservation Easement. The County Board shall record the Deed of Agricultural Easement immediately following closing.

#### ARTICLE IX

1. At the time of the closing as set forth in Article VIII of this Agreement, the agricultural conservation easement shall be free and clear of all liens, mortgages, options, rights of others in surface mineable coal, land use restrictions, and other encumbrances except as set forth below:

2. Grantees' obligation to purchase the agricultural conservation easement set forth in this Agreement is conditioned upon Grantor(s) being able to convey the agricultural conservation easement free and clear of all encumbrances except as set forth in this Article. Should Grantor(s) be unable to convey the agricultural conservation easement as set forth in this Agreement, Grantees may, at Grantees' sole option and discretion terminate this Agreement or extend the time for closing by a period of up to thirty days. Should Grantor(s) be unable to convey the agricultural conservation easement as set forth in this Agreement at the expiration of such thirty day extension, this Agreement shall terminate and Grantees shall have no further obligation to proceed to closing.

3. At closing, the County Board shall provide a title insurance policy naming the Grantees as the insured and issued by a Title Insurance Company that is authorized to issue title insurance in the Commonwealth of Pennsylvania. Such title insurance policy shall fully insure Grantees' interest in the subject land. All exceptions to such title insurance policy, except as noted in paragraph 1, shall be removed prior to closing. The cost of such title insurance policy shall be paid by the County Board and shall be considered a cost incident to the purchase of the agricultural conservation easement set forth in this Agreement.

#### ARTICLE X

The information and statements set forth in the Application Form, Locational Map, Soils Report, and Crop Report, furnished by the Grantor(s) to the County Board pursuant to 7 Pa. Code Section 138e.61, and the Proposed Legal Description furnished to the State Board by the County Board pursuant to 7 Pa. Code Section 138e.91 are incorporated in and made a part of this Agreement by reference thereto. Should any of the information set forth in the documents referenced in this Article X be other than as represented in such documents, the Grantees may, at their sole option and discretion, terminate this Agreement, waive such nonconformity, or extend the time for the closing of the sale and purchase set forth in this Agreement for thirty days. A waiver of nonconformity pursuant to this Article X must be in writing and signed by an authorized official of the Grantees. Should the Grantees choose to extend the time for the closing of the sale and purchase pursuant to this Article X, the Grantees shall provide Grantor(s) with a written statement of the nonconformity which must be corrected prior to closing. Should Grantor(s) fail to correct such nonconformity within such thirty day period, the Grantees' obligation to purchase the agriculture conservation easement set forth in this Agreement shall terminate.

#### ARTICLE XI

1. All taxes imposed upon this sale and purchase of an agricultural conservation easement or the recording of the Deed of Agricultural Conservation Easement by any taxing authority shall be paid by the Grantor(s) at the time of closing.

2. All fees levied for the recording of the Deed of Agricultural Conservation Easement shall be paid by the County at the time of the closing. The obligations imposed on the respective parties by this Article shall not merge with the Deed of Agricultural Conservation Easement, but shall survive the closing.

#### ARTICLE XII

Upon execution by the Grantor(s) this document shall constitute an offer by the Grantor(s) to sell and convey an agricultural conservation easement to the Grantees. This offer shall be deemed to be accepted by the Grantees at such time as the County Board approves the recommendation to purchase an agricultural conservation easement in the subject land. This Agreement shall become effective only upon acceptance by the

Grantees and approval and execution by all persons designated on the signature page or pages of this Agreement. The failure of the Grantees to accept and execute this Agreement shall terminate the obligations of all parties to this Agreement.

### ARTICLE XIII

1. The time set for the closing and all other times set forth in this Agreement, shall be considered to be of the essence of this Agreement. The failure of a party to perform an action within the time required in this Agreement shall be considered to be a material breach of this Agreement.
2. This Agreement is expressly conditioned upon the availability of funds for the purpose of funding the purchase of the agricultural conservation easement provided for herein. In the event that such funds are not available, Grantees' obligations under this Agreement shall terminate.
3. Any amendment or modification of the terms of this Agreement shall have no force or effect unless it is in writing and signed by all parties hereto.
4. This agreement and all other agreements executed pursuant hereto shall be deemed to be contracts made under the laws of the Commonwealth of Pennsylvania and for all purposes, shall be construed in accordance with the laws of such Commonwealth.
5. The Grantor(s) and the County Board and Local Government Unit shall comply with the provisions of the Contractor Integrity Clause, Exhibit D and the Nondiscrimination Clause, Exhibit E, attached hereto and incorporated herein.
6. No terms or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent to a breach shall be in writing and signed by an authorized official of the County. Any waiver of a provision or consent to a breach, whether expressed or implied, shall not constitute a waiver of, or consent to, any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed it in their own name or through their respective duly authorized officers, as of the date first above written.

Attest:

GRANTOR(S)

Nancy S. Bickel 8-10-10  
[Date]

Mary Louise Graham 8/10/10  
SS# 186-22-4512 [Date]  
Mary Louise Graham

\_\_\_\_\_  
[Date]

SS# \_\_\_\_\_ [Date]

\_\_\_\_\_  
[Date]

SS# \_\_\_\_\_ [Date]

\_\_\_\_\_  
[Date]

SS# \_\_\_\_\_ [Date]

\_\_\_\_\_  
Grantor's Federal I.D. Number (if applicable)

Attest:

COUNTY OF MONTGOMERY  
PENNSYLVANIA, COUNTY  
AGRICULTURAL LAND  
PRESERVATION BOARD

By: \_\_\_\_\_  
Name: Elizabeth Emlen [Date]

By: \_\_\_\_\_  
Name: Jonathan E. Rinde [Date]  
Title: Chair

23-6003126  
County Federal I.D. No.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Date]

I hereby certify that I am the Solicitor for the County and the County Board, that I have reviewed this Agreement and the documents referenced in the Agreement, and that they are properly executed and in the proper form and are in accordance with the laws of the Commonwealth of Pennsylvania and the County.

Bruce J. Eckel \_\_\_\_\_ [Date]

Attest:

Local Government Unit

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Date]

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Date]

\_\_\_\_\_ Federal I.D. No.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Date]  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Date]  
Title: \_\_\_\_\_

I hereby certify that I am the Solicitor for the Local Government Unit, that I have reviewed this Agreement and the documents referenced in the Agreement and that they are properly executed and in the proper form and are in accordance with the laws of the Commonwealth of Pennsylvania and the Local Government Unit.

Solicitor \_\_\_\_\_ [Date]

## ARTICLE IV. RIGHTS AND DUTIES PENDING CLOSING

### Section 4.01 Prohibited Acts.

Seller will not cause or permit any material change to the natural, open and/or wooded condition of the Trail Easement Area which exists as of the Effective Date.

### Section 4.02 Title.

Seller may not transfer the Property and/or Trail Easement Area except specifically subject to this Agreement and the Trail Easement attached hereto as Exhibit "A". Seller may not impair Seller's title to the Property.

### Section 4.03 Entry.

Buyer and other persons authorized by Buyer may enter the Property and/or Trail Easement Area for purposes of the inspections and other activities described in Article II, for purposes of taking measurements, and to conduct a pre-Closing inspection. Any resulting excavation actions shall be concluded and the Property returned to its prior undisturbed condition no later than the Closing Date.

### Condemnation.

If any of the Property and/or Trail Easement Area is taken by eminent domain proceedings, Buyer may cancel this Agreement by notice to Seller within 30-days after receipt of Seller's notice of the taking. In the event of cancellation the provisions of § 2.04 will apply. If Buyer does not cancel, the terms of this Agreement shall remain unchanged and this Agreement shall continue in full force and effect, but the Purchase Price will be reduced on a proportional basis reflecting the reduction in acreage resulting from the taking.

## ARTICLE V. MISCELLANEOUS

### Section 5.01 Assignability; Successors.

The rights and obligations of Buyer and Seller under this Agreement are not assignable without the consent of the other party.

### Section 5.02 Governing Law.

This Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania.

### Section 5.03 Notices.

Notices under this Agreement must be in writing addressed to the Seller or Buyer, as the case may be, at the addresses set forth on the signature lines to this Agreement. Notices are considered given (a) when personally delivered, with proof of delivery; (b) on the next day after it is received by a reliable overnight commercial courier (charges prepaid); or (c) on the third day after it is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested; or (d) on the day transmitted by telefax or other electronic means of



transmission if confirmed promptly by any of the methods identified in (a) (b) or (c) of this sentence. Notice of change in address must be given in accordance with this Section..

Section 5.04 Counterparts.

This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one Agreement.

Section 5.05 Effective Date.

As used herein, the "Effective Date" of this Agreement shall mean and refer to the date on which this Agreement becomes fully executed by Buyer and Seller.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Buyer and Seller have signed this Agreement on the respective dates set forth below.

BUYER:  
WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
ARTHUR C. BUSTARD, CHAIRMAN

ADDRESS FOR NOTICES:

IF TO BUYER:  
WORCESTER TOWNSHIP BUILDING  
1721 VALLEY FORGE ROAD  
FAIRVIEW VILLAGE, PA 19409  
ATTENTION: TOWNSHIP MANAGER

ATTEST: \_\_\_\_\_  
SUSAN G. CAUGHLAN, VICE CHAIRMAN

SELLER:

Mary Louise Graham (SEAL)  
MARY LOUISE GRAHAM

IF TO SELLER:  
MARY LOUISE GRAHAM  
1515 VALLEY FORGE ROAD  
COLLEGEVILLE, PA 19426

**EXHIBIT "A"**

(06331709)

DATE	11/13/2013
SCALE	AS SHOWN
PROJECT	BOUNDARY AND EASEMENT SURVEY FOR GRAM FARM - 1515 VALLEY FORGE ROAD, WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA
DRAWN BY	J. B. BERRY
CHECKED BY	J. B. BERRY
DATE	11/13/2013

**BOUNDARY AND EASEMENT SURVEY FOR  
MONTGOMERY COUNTY FARMLAND PRESERVATION  
GRAM FARM - 1515 VALLEY FORGE ROAD,  
WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA**

**BARRY ISETT & ASSOCIATES, INC.**  
Consulting Engineers & Surveyors  
1100 Walnut Street, Suite 100  
P.O. Box 100  
Worcester, PA 19381  
Phone: 610-539-3838  
Fax: 610-539-3838  
www.berryinc.com

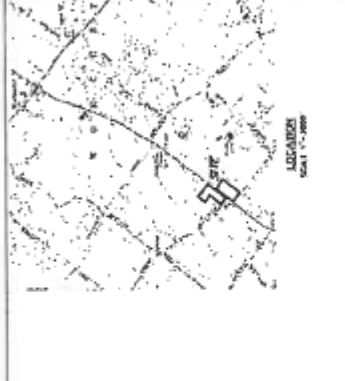


11-13-2013  
J. B. BERRY

**GENERAL NOTES:**  
1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1936 AND THE SURVEYING REGULATIONS OF MONTGOMERY COUNTY, PA.  
2. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE DISTANCES WERE MEASURED BY ELECTRONIC DISTANCE MEASUREMENT (EDM).  
3. THE SURVEY WAS MADE ON THE DATE SHOWN ON THIS PLAN.  
4. THE SURVEY WAS MADE BY J. B. BERRY, LICENSED SURVEYOR, MONTGOMERY COUNTY, PA.  
5. THE SURVEY WAS MADE FOR THE PURPOSES OF THE GRAM FARM - 1515 VALLEY FORGE ROAD, WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA.  
6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1936 AND THE SURVEYING REGULATIONS OF MONTGOMERY COUNTY, PA.  
7. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE DISTANCES WERE MEASURED BY ELECTRONIC DISTANCE MEASUREMENT (EDM).  
8. THE SURVEY WAS MADE ON THE DATE SHOWN ON THIS PLAN.  
9. THE SURVEY WAS MADE BY J. B. BERRY, LICENSED SURVEYOR, MONTGOMERY COUNTY, PA.  
10. THE SURVEY WAS MADE FOR THE PURPOSES OF THE GRAM FARM - 1515 VALLEY FORGE ROAD, WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA.

**PROPERTY INFORMATION:**  
The property shown on this plan is the property of the Montgomery County Farmland Preservation Program. The property is located at 1515 Valley Forge Road, Worcester Township, Montgomery County, PA. The property is bounded by the following:  
North: 1515 Valley Forge Road  
South: 1515 Valley Forge Road  
East: 1515 Valley Forge Road  
West: 1515 Valley Forge Road  
The property is bounded by the following:  
North: 1515 Valley Forge Road  
South: 1515 Valley Forge Road  
East: 1515 Valley Forge Road  
West: 1515 Valley Forge Road

**PROPERTY INFORMATION:**  
The property shown on this plan is the property of the Montgomery County Farmland Preservation Program. The property is located at 1515 Valley Forge Road, Worcester Township, Montgomery County, PA. The property is bounded by the following:  
North: 1515 Valley Forge Road  
South: 1515 Valley Forge Road  
East: 1515 Valley Forge Road  
West: 1515 Valley Forge Road  
The property is bounded by the following:  
North: 1515 Valley Forge Road  
South: 1515 Valley Forge Road  
East: 1515 Valley Forge Road  
West: 1515 Valley Forge Road



**EXHIBIT "B"**

{002331709}

Prepared By: Mark A. Hosterman, Esquire  
Wisler, Pearlstine, Talone, Craig, Garrity & Potash, LLP  
484 Norristown Road, Suite 100  
Blue Bell, PA 19422

Return To: Same as above

Parcel No. 67-00-00892-508

**DEED OF TRAIL EASEMENT AGREEMENT**

**IN LIEU OF CONDEMNATION**

**MARY LOUISE GRAHAM**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **MARY LOUISE GRAHAM** (hereinafter referred to as "Grantor") on the one part and **WORCESTER TOWNSHIP** (hereinafter referred to as "Grantee") on the other part.

**BACKGROUND:**

A. Grantor is the sole owner in fee simple of certain land situate in Worcester Township, Montgomery County, Pennsylvania ("Grantor's Property"), more particularly depicted on the plan attached hereto and incorporated herein as Exhibit "A".

B. The portion of Grantor's Property which is subject to this Agreement is shown on Exhibit A and designated as "Trail Easement" or "20' Trail Easement" (together, the "Easement Area").

C. This Agreement is executed and delivered in connection with an Agricultural Conservation Easement (the "Agricultural Conservation Easement") dated \_\_\_\_\_ between the Grantor and Montgomery County, acting through its County Agricultural Land Preservation Board, and Worcester Township. The Agricultural Conservation Easement and this Trail Easement are specifically intended to be contiguous and not overlapping. None of the consideration under this Deed of Trail Easement Agreement in Lieu of Condemnation ("Deed of Trail Easement Agreement") is attributable to or allocable to the Agricultural Conservation Easement.

D. Pursuant to Resolution No. \_\_\_\_\_, the Board of Supervisors of Worcester Township authorized condemnation of the Trail Easements set forth hereinafter and this Deed of Trail Easement Agreement is made in furtherance of the objectives of the aforesaid Resolution.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, declare and agree as follows:

1. For and in consideration of Forty-Seven Thousand Nine Hundred Eighty-One and 25/100 Dollars (\$47,981.25), Grantor grants and conveys to Grantee, its successors and assigns, an irrevocable permanent right to enter upon the Easement Area from time to time to construct, use, repair, inspect, renew, remove, relocate, add to, operate, patrol and maintain the Trail Facilities, as defined below, within the Easement Area.

(a) "Trail Facilities":

- (i) A trail or set of trails, together with steps, railings, and other surface structures which, as to wet area, may include bridges and culverts (collectively, the "Trail").
- (ii) Signs to mark the Trail, to provide information related to the Trail, and for interpretive purposes.
- (iii) Fencing, gates, and barriers to control access.

- (iv) With the prior written consent of Grantor, her successor and assigns: benches, picnic tables, trash receptacles, and bicycle racks.

All costs and expenses associated with construction, maintenance, repair, replacement, and removal of the Trail Facilities are to be borne by Grantee.

Creation and other construction, installation, maintenance and repair of the Trail Facilities may include installation of signage; mowing, cutting or removal of soil, rock or vegetation; application of gravel, crushed stone, wood chips, seed, sod or paving; trimming, clearing, or removal of shrubs or tree branches; or other means of creating and maintaining the Trail and/or identifying the Trail's path. These activities may include vehicular use.

If the Trail is paved with a hard surface such as asphalt or concrete, an adjoining Trail suitable in surface material, size, and height clearance for equestrian use shall be created and designated by Grantee and maintained by Grantee in a manner suitable for the intended purpose.

2. Grantor grants to Grantee the right to make available to the public a perpetual easement and right-of-way over the Trail and the right to use Trail Facilities for the following purposes and no others:

Use of the Trail as a public right-of-way for (i) recreational walking, hiking, jogging, bicycling, horseback riding, bird watching, nature study; (ii) wheelchair use by persons who need to use wheelchairs; (iii) use of the Trail Facilities for recreational uses only; (iv) use by emergency vehicles in the case of emergency within the Easement Area, and (v) use by maintenance personnel and vehicles.

The use of motorized vehicles on the Trail, except for maintenance (including repair and replacement) and in the case of emergency as stated above, is strictly prohibited.

No person is permitted to charge a fee for access to the Trail or use of the Trail Facilities.

3. Grantor, her successor and assigns, shall not construct, install or maintain any facility or improvements within the Easement Area except the following:

- (i) Items existing within the Easement Area as of the Easement Date and listed in the schedule (if any) attached to this document entitled "Existing Owner Improvements."
- (ii) Fencing, including gates, along the boundary of the Easement Area to control access to Grantor's property outside the Easement Area.
- (iii) Items to which Grantee, without any obligation to do so, gives its consent in writing.

Grantor shall have no obligation to construct, clear, or maintain the Trail or Trail Facilities.

Grantor shall have all the rights accorded to the general public to use the Trail and Trail Facilities.

4. Any trail within the Easement Area shall be located as necessary to avoid trees, plantings, draining facilities and the like.

5. Grantee acknowledges and agrees that the Easement Area shall not reduce the yard, lot area, or lot calculations on Grantor's Property for any purpose whatsoever, including, but not limited to, setback requirements, impervious surface ratios, building coverage requirements and open space requirements under the Subdivision, Land Development or Zoning Ordinances of Grantee.

6. Grantee agrees to post signs prohibiting the use of the Trail by motorized vehicles and Grantee agrees to enforce such prohibition.

7. At the request of Grantor, Grantee shall construct and maintain split rail fencing in the Easement Area between the Trail and Grantor's fields in conjunction with the actual construction of the Trail. Grantee shall not be required to construct a fence on the property prior to construction of the Trail. Upon request by Grantor to construct the aforesaid fencing, Grantee shall have 365 days after the passage of the next Township budget to complete the fence construction.



8. Grantee shall have the right, but not the obligation, to incorporate the Trail into a trail system.

9. Grantee shall have the right, but not the obligation, to limit the use of the Trail and Easement by members of the public by such rules and regulations as Grantee may determine to be reasonably necessary, provided that said rules and regulations shall not violate the terms of this Deed of Trail Easement Agreement.

10. Nothing in this Deed of Trail Easement Agreement shall limit the ability of Grantor and Grantee to avail themselves of the protections offered by any applicable law affording immunity including, but not limited to, the Recreational Use of Land and Water Act, Act of February 2, 1066, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 *et seq.* ( as may be amended from time to time). If immunity from any claim is for any reason unavailable to Grantee, Grantor agrees to indemnify, defend, and hold Grantee, its employees, volunteers, and officials harmless from any loss or litigation expense unless such claim is determined to have been caused by Grantee's negligence. Grantors agree to indemnify, defend and hold Grantee, its employees, volunteers, and officials harmless from any loss or litigation expense if and to the extent arising from an event that took place before the date of this Agreement, from activities or uses engaged in by Grantor, family members, contractors, agents, tenants, employees, or invitees, or from structures, facilities, or improvements within the Easement Area installed by Grantor.

11. Grantee may, in addition to other remedies available at law or in equity, compel Grantor to make the Easement Area available for the purposes set forth in this Trail Agreement by exercising any one or more of the following remedies:

- (i) Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.

- (ii) Enter the Property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of Grantee under this Agreement.

12. The undersigned Grantor represents to Grantee that:

- (i) The Easement Area is, as of this date, free and clear of all liens or, if it is not, that Grantors have obtained and attached to this Agreement as an exhibit the legally binding subordination of any mortgage, lien, or other encumbrance affecting the Easement Area as of the Agreement Date.
- (ii) No one has the legally enforceable right to prevent the installation of Trail Facilities or the use of Trail Facilities for permitted trail uses.
- (iii) If required by Grantee's Title Company, Grantor will execute a Seller's Affidavit confirming that, to the best of Seller's knowledge, there are no unrecorded encumbrances which affect the Easement Area.

13. To the best of Grantor's knowledge, the Easement Area is not contaminated with materials identified as hazardous or toxic under applicable law and no such materials have been stored or generated within the Easement Area.

14. The benefits conferred by this Deed of Trail Easement Agreement and the obligations undertaken by the parties shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall and are intended to run with the land.

15. This is the entire agreement between Grantor and Grantee pertaining to the subject matter of this Deed of Trail Easement Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor and Grantee pertaining to the transaction set forth in this Agreement.

16. If this Trail Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation), including a deed in lieu of

condemnation, or by adjudication of a court of competent jurisdiction sought by a person or entity other than Grantee, Grantee shall be entitled to recover from the person seeking the modification or termination (i) restitution of amounts paid for this Trail Easement and any other sums invested in the Property for the benefit of the public as a result of rights granted under this Trail Easement, plus (ii) all reimbursement permitted by the Eminent Domain Code of Grantee's expenses incurred as a result of the condemnation or termination of this Trail Easement. Grantee must use any funds received on account of the condemnation or adjudication for the following purposes: the permanent preservation of farmland or open space in Worcester Township, or the acquisition of a permanent trail easement or permanently preserved park land in Worcester Township for the purpose of public recreation.

**TO HAVE AND TO HOLD** the Easement and the rights granted perpetually to Grantee, its successors and assigns, subject as aforesaid.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Agreement as of the date and year first above written.

**GRANTOR:**

**MARY LOUISE GRAHAM**

\_\_\_\_\_  
Mary Louise Graham

**GRANTEE:**

**WORCESTER TOWNSHIP**

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

**Arthur C. Bustard**, Chairman,  
Board of Supervisors

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

**Susan G. Caughlan**, Vice Chair,  
Board of Supervisors

**ACKNOWLEDGEMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS**  
**COUNTY OF MONTGOMERY** :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned officer, personally appeared **Arthur C. Bustard**, known to me to be the Chairman of the Board of Supervisors of Worcester Township, whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of Worcester Township for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

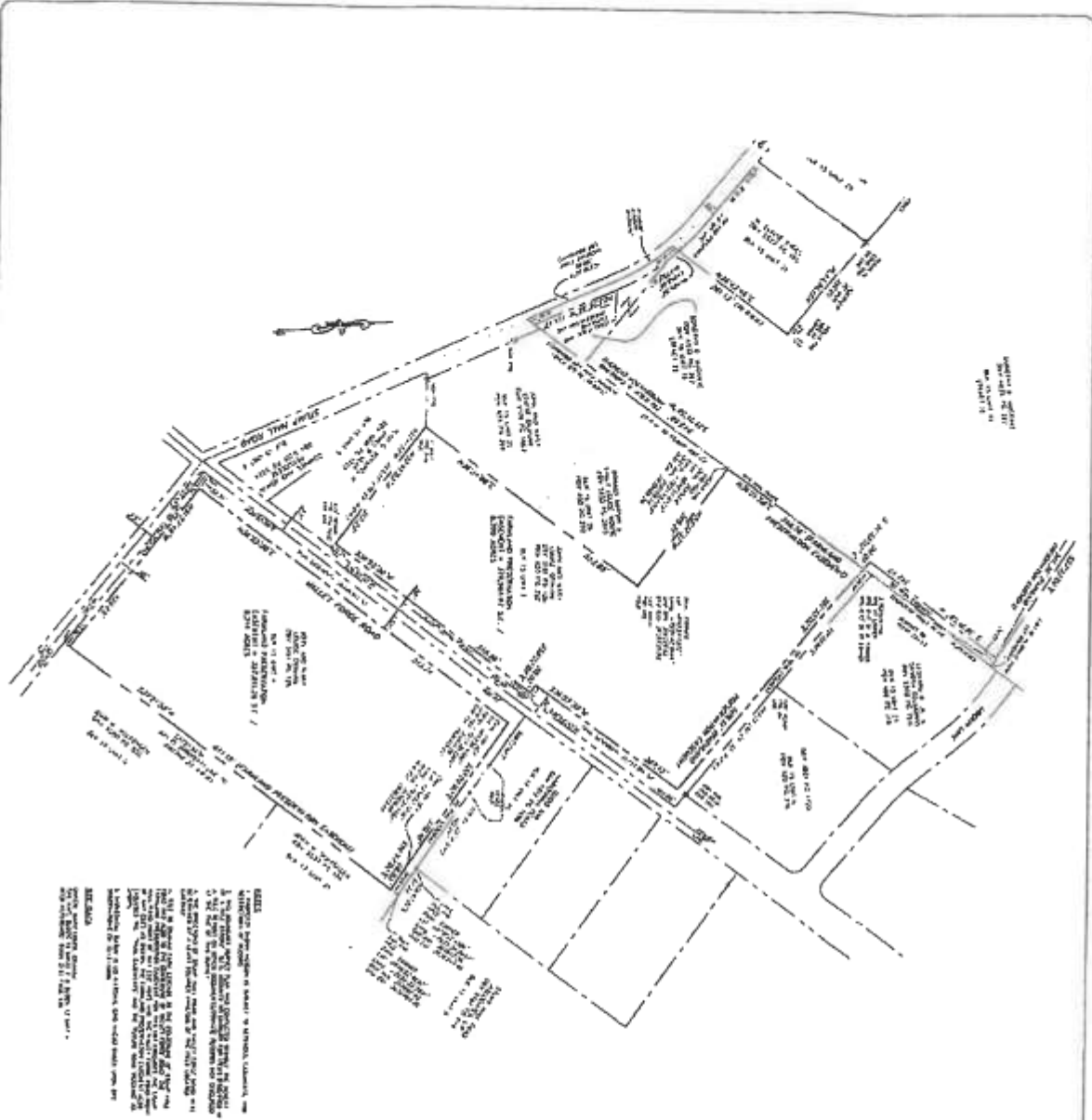
My Commission Expires:



257

**EXHIBIT "A"**

{00330217v5}



ALL EASEMENTS AND RIGHTS OF WAY SHOWN ON THIS PLAN ARE THE PROPERTY OF THE STATE OF PENNSYLVANIA AND ARE HEREBY GRANTED TO THE STATE OF PENNSYLVANIA FOR THE USE AND BENEFIT OF THE PUBLIC. THE STATE OF PENNSYLVANIA IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED. THE SURVEYOR'S LIABILITY IS NOT EXTENDED TO ANY OTHER PARTY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED. THE SURVEYOR'S LIABILITY IS NOT EXTENDED TO ANY OTHER PARTY.

**LEGEND**  
 --- PROPERTY BOUNDARIES  
 --- EASEMENTS  
 --- SURVEY POINTS  
 --- ADJACENT PROPERTIES

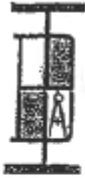


<b>PROPERTY INFORMATION</b> Name: GRAHAM FARM Address: 1515 VALLEY FORGE ROAD Location: WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA	<b>CLIENT INFORMATION</b> Name: BARRY ISETT & ASSOCIATES, INC. Address: West Norcross, PA 19422 Phone: 610-538-3838 Website: www.barrysett.com	<b>DATE</b> 10/11/2011	<b>SCALE</b> 1" = 100'	<b>PROJECT NO.</b> SU-1	<b>DATE</b> 10/11/2011	<b>SCALE</b> 1" = 100'	<b>PROJECT NO.</b> SU-1

**BOUNDARY AND EASEMENT SURVEY FOR MONTGOMERY COUNTY FARMLAND PRESERVATION**  
**GRAHAM FARM — 1515 VALLEY FORGE ROAD**  
**WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA**

**BARRY ISETT & ASSOCIATES, INC.**  
 Consulting Engineers & Surveyors  
 West Norcross, PA 19422  
 610-538-3838 www.barrysett.com

EXHIBIT "A"



**BARRY ISETT & ASSOCIATES, INC.**  
Consulting Engineers & Surveyors

1400 South Trooper Road  
Suite 103 Riverview @ Valley Forge  
West Norriton, PA 19403

610-539-2858  
(FAX: 610-539-6373)

[www.barryisett.com](http://www.barryisett.com)

Barry E. Isett, P.E., P.L.S.  
Bryan N. Smith, R.L.A.  
Robert J. Beers, P.L.S.  
Robert E. Heist, C.F.M.

**DESCRIPTION OF FARMLAND PRESERVATION EASEMENT  
GRAHAM FARM WEST  
1515 VALLEY FORGE ROAD, TAX BLOCK 15 UNIT 7  
WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA.**

Beginning at a point in the common property line of Tax Block 15 Unit 8 at a distance of 30 feet from the center line of Valley Forge Road; all as shown on a plan entitled 'Boundary and Easement Survey for Montgomery County Farmland Preservation Graham Farm - 1515 Valley Forge Road, Worcester Township, Montgomery County, Pa', dated 12-1-08, by Barry Isett and Associates, Robert J. Beers, P.L.S.; thence

Along Tax Block 15 Unit 8

1. North 52°41'53" West 312.27 feet to a 1" bolt found; thence

The 2 following courses are along Tax Block 15 units 25 and 26

2. North 36°34'08" East 553.89 feet to a ½ " rebar found; thence
3. North 53°37'37" West 310.21 feet to a rebar found in a common line with Tax Block 15 Unit 12; thence

Along Tax Block 15 Unit 12

4. North 36°21'58" East 348.56 feet to a point on the South westerly side of a Township Trail Easement; thence

The 3 following courses are through Tax Block 15 Unit 7 and also along a Township Trail Easement

5. South 51°33'02" East 609.51 feet to a point being 50 feet from the center line of Valley Forge Road; thence continuing parallel to and 50 feet from said center line
6. South 36°55'30" West 367.12 feet to a point; thence
7. South 55°22'02" East 20.02 feet to a point being 30 feet from the center line of Valley Forge Road; thence

Continuing parallel to and 30 feet from the center line of valley Forge Road

8. South 36°55'30" West 518.96 feet to the point and place of beginning.

Containing 378,966.67 square feet or 8.700 acres of land  
Subject to any easements of record

MAIN OFFICE:  
BRANCH OFFICE:

P.O. Box 147, Trexlertown, PA 18087-0147  
P.O. Box 2562, Hazleton, PA 18201-1064

610-389-0604 (FAX: 610-481-2098)  
570-455-2988 (FAX: 570-455-2990)





**BARRY ISETT & ASSOCIATES, INC.**  
Consulting Engineers & Surveyors

[www.barryisett.com](http://www.barryisett.com)

1400 South Trooper Road  
Suite 103 Riverview @ Valley Forge  
West Norriton, PA 19403

610-539-2858  
(FAX: 610-539-6373)

Barry E. Isett, P.E., P.L.S.  
Bryan N. Smith, R.L.A.  
Robert J. Beers, P.L.S.  
Robert E. Heist, C.F.M.

**DESCRIPTION OF FARMLAND PRESERVATION EASEMENT  
GRAHAM FARM EAST  
1515 VALLEY FORGE ROAD, TAX BLOCK 17 UNIT 4  
WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA.**

Beginning at a point in the common property line of Tax Block 17 Unit 5 and Unit 4 at a distance of 30 feet from the center line of Stump Hall Road; all as shown on a plan entitled 'Boundary and Easement Survey for Montgomery County Farmland Preservation Graham Farm - 1515 Valley Forge Road, Worcester Township, Montgomery County, Pa', dated 12-1-08, by Barry Isett and Associates, Robert J. Beers, P.L.S.; thence

Along a line parallel to and 30 feet distant from the center line of Stump Hall Road

1. North 51°57'48" West 429.65 feet to a point being 50' from the center line of Valley Forge Road; thence

The following course is along a line 50 feet from and parallel to Valley forge Road and also along a Township Trail Easement

2. North 36°55'30" East 813.74 feet to a point; thence

The 2 following courses are continuing along the Township Trail easement

3. South 55°22'02" East 370.46 feet to point; thence
4. South 56°47'02" East 66.03 feet to a point in a common line with Tax Block 17 Unit 21; thence

The following course is along Tax Block 17 Units 21 and 5

5. South 37°21'58" West 841.19 feet to the point and place of beginning.

Containing 357,811.28 square feet or 8.214 acres of land  
Subject to any easements of record

The final eased acreage being 16.914 acres.

EXHIBIT B

STATEMENT OF COSTS

for the  
MARY LOUISE GRAHAM  
farm

1515 Valley Forge Rd., Worcester Township  
Montgomery County, Pennsylvania

<b>1 EASEMENT PURCHASE PRICE</b>			
A. State share	0.00%	\$0.00	\$572,473.85
B. County share	91.09%	\$521,455.10	
C. Municipal share	8.91%	\$51,018.75	
<b>2 INCIDENTAL COSTS</b>			
A. Appraisal		\$2,600.00	\$9,650.00
B. Legal / title fees		\$3,000.00 (est.)	
C. Recording fees		\$100.00 (est.)	
D. Check of deed closure / survey		\$3,950.00	
E. Notification		\$0.00	
F. Other _____		\$0.00	
<b>3 INTEREST ESTIMATE</b>			
A. State share	_____ %	\$0.00	\$0.00
B. County share	_____ %	\$0.00	
C. Municipal share	_____ %	\$0.00	
<b>4 TOTAL COMMONWEALTH FUNDS REQUESTED (1A+2+3A)</b>			\$9,650.00
<b>5 TOTAL COUNTY FUNDS REQUESTED (1B+3B)</b>			\$521,455.10
<b>6 TOTAL MUNICIPAL FUNDS REQUESTED (1C+3C)</b>			\$51,018.75
<b>7 TOTAL COST OF EASEMENT PURCHASE (4+5+6)</b>			\$582,123.85

COMMENTS:

ACRES PURCHASED 16.914  
PRICE PER ACRE \$33,846.15

IS THIS A LIKE-KIND EXCHANGE? YES \_\_\_\_\_ NO X \_\_\_\_\_

04/27/10

Prepared By:

Return To:

UPI#  
DPERMULTICL(10-2007)

EXHIBIT "C"

DEED OF AGRICULTURAL CONSERVATION EASEMENT  
TO COUNTY AND A LOCAL GOVERNMENT UNIT JOINTLY IN  
PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter, "Grantor") and the County of Montgomery,  
Pennsylvania and \_\_\_\_\_, a Local Government Unit, located  
within the County of Montgomery, Pennsylvania (hereinafter  
collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural  
Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to  
the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in  
\_\_\_\_\_ Township, Montgomery County, Pennsylvania  
more particularly described in Exhibit "A" attached hereto consisting of \_\_\_\_\_  
acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the Agricultural Land Preservation Board ("Farm Board") of  
Montgomery County, Pennsylvania has determined to purchase an agricultural  
conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Governing Body of \_\_\_\_\_ Township,  
Montgomery County, Pennsylvania has determined to purchase an agricultural  
conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject  
land have agreed to release or subordinate their interests in the subject land to this Deed  
of Agricultural Conservation Easement and to refrain from any action inconsistent with  
its purpose;

NOW THEREFORE, in consideration of the sum of \_\_\_\_\_ dollars, the  
receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant,

bargain and sell, and convey to the County of Montgomery, Pennsylvania as \_\_\_\_\_ percent joint owner, and \_\_\_\_\_ a Local Government Unit located within the County of Montgomery, Pennsylvania, as a \_\_\_\_\_ percent joint owner their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
  - (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
  - (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
  - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers;
  - (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
  - (f) Timber, wood, and other wood products derived from trees
  - (g) Aquatic plants and animals and their byproducts; and
  - (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, and pasturing equines, all of which a fee is collected.
- THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

- (b) The construction of one additional residential structure is permitted if;
- (i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis,
  - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,
  - (iii) The residential structure and its curtilage occupy no more than two acres of the subject land, and
  - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.

(c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted, provided that the residential structure and its curtilage occupy no more than two acres of the restricted land..

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Montgomery Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on December 16, 2004, as attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining

methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Farm Board. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Farm Board the conservation plan shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall within thirty (30) days of a change of ownership or within any lesser period prescribed in the county program, notify Grantees in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]



ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

SS:

COMMONWEALTH OF PENNSYLVANIA

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of \_\_\_\_\_ personally appeared the above named \_\_\_\_\_ and \_\_\_\_\_, and in due form of law acknowledged the above Deed of Agricultural Conservation Easement to be their voluntary act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My Commission expires:

**Agreement of Sale – Trail Easement  
Exhibit “B”**

{00369301}

**AGREEMENT OF SALE  
FOR TRAIL EASEMENT**

THIS AGREEMENT OF SALE FOR TRAIL EASEMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by MARY LOUISE GRAHAM ("Seller") and, WORCESTER TOWNSHIP ("Buyer").

**ARTICLE I. PURCHASE AND SALE**

**Section 1.01 Property.**

Seller is the owner in fee simple of a parcel of land containing 19.49± acres, more or less (the "Property") located on Valley Forge Road in Worcester Township, Montgomery County and identified as Parcel Number 67-00-00892-508 ("the Property"). The Buyer is a Township of the Second Class which meets the qualifications of a Qualified Conservation Organization as described in §170(h)(4) of the Internal Revenue Code.

**Section 1.02 Purchase and Sale: Easement Interests.**

For the Purchase Price described in Article II of this Agreement, and on the terms and conditions of this Agreement, Seller shall sell and convey to the Buyer the trail easement described below..

**(a) Trail Easement.**

At the Closing, by execution and delivery of the instrument of conveyance identified as the Trail Easement Agreement, Seller shall convey to the Buyer the right to construct, install and maintain a public right-of-way within the portion(s) of the Property designated as 20' Trail Easement and Trail Easement on a survey of the property attached to this Agreement as Exhibit "A" (together, the "Trail Easement Area") under the terms set forth in the form of Trail Easement Agreement attached to this Agreement as Exhibit "B" (the "Trail Easement Agreement").

**ARTICLE II. PURCHASE PRICE.**

**Section 2.01 Purchase Price.**

The purchase price of the Trail Easement Area shall be \$33,946.00 per acre. The area of the Trail Easement Area as shown on the survey attached hereto as Exhibit "A" is 61,752.147 square feet.

For and in consideration of \$47,981.25 and the acquisition of an Agricultural Conservation Easement by Buyer in conjunction with the Commonwealth of Pennsylvania and Montgomery County, Seller shall convey the Trail Easement to Buyer.

Section 2.02 Costs and Expenses.

- (a) Title insurance premiums and recording fees for the Trail Easement shall be paid by Buyer. Any other documents to be produced or liens, mortgages, judgments or other encumbrances to be removed by Seller in order to convey clear title to the Buyer, as set forth on Buyer's title report, shall be paid by Seller.
- (b) Each party shall bear its own counsel fees.
- (c) The Buyer shall pay for the survey of the Property, if necessary.

Section 2.03 Closing Date.

Closing under this Agreement ("Closing") shall take place at the location specified in the Agreement of Sale for the Agricultural Conservation Easement or at another location that is mutually agreeable to Buyer and Seller. The Closing Date in the Agreement of Sale for the Agricultural Conservation Easement, as it may change from time to time thereunder, shall be used as the Closing Date hereunder so that closing is held concurrently with the closing on the Agricultural Conservation Easement.

Section 2.04 Failure of Condition.

If each contingency set forth in this Article II is not satisfied prior to or on the Closing Date, (the "Contingency Expiration Date") then Buyer's sole remedy is to cancel this Agreement by notice to Seller not later than 5:00 p.m. on the Contingency Expiration Date. Upon receipt of Buyer's notice of cancellation, there shall be no further rights or liabilities of either party to this Agreement and this Agreement shall be null and void and of no force or effect. Buyer may waive any condition in whole or in part but only by (a) written instrument delivered to Seller; or (b) failure to exercise Buyer's right to cancel as required under this Section.

Section 2.05 Title and Survey.

At the Closing, the Trail Easement shall be insurable as such by a reputable title company at regular rates under the current form of ALTA Owner's Policy in accordance with the requirements of this Section 3.03. Not later than ten (10) days prior to the Closing Date, Buyer shall deliver the title commitment to Seller noting those items (other than Permitted Exceptions described in this Article III) that are unacceptable to Buyer. In the event Buyer and Seller are unable to resolve or remove Buyer's unacceptable items from the title commitment, the parties may proceed to settlement without removal of Buyer's unacceptable items, or Buyer may, at its option, terminate this Agreement of Sale.

(a) Permitted Exceptions.

The following items ("Permitted Exceptions") are not considered to be defects in Seller's title and, if any of these items are noted in the title commitment obtained by Buyer under this Article III, Seller may deliver the Trail Easement under and subject to these items so long as there is no violation or dispute concerning the items.

- (i) Public utility easements for local distribution, such as for gas, water and sewer lines, telecommunications, and electric power if located within the Trail Easement Area;

- (ii) Current county, township and school district real property taxes not yet due and payable;
- (iii) The provisions of any preferential tax assessment program such as Act 515 or Act 319.
- (iv) Items pertaining to Buyer identified on Schedule B-1 of the title commitment.
- (v) Items identified on Schedule B-2 of the title commitment furnished to Seller that Buyer has not noted as unacceptable.

(b) Title Exceptions to be Cleared.

Seller shall deliver agreements satisfactory to Buyer and the Title Company or shall otherwise satisfy the items noted below not later than the Closing Date by application of the Purchase Price against the same, or otherwise:

- (i) All mortgages, liens, claims, judgments and other encumbrances securing or which may be removed by the payment (or deposit with the Title Company) of money;
- (ii) All exceptions pertaining to Seller (or to persons in Seller's chain of title) set forth as conditions of insurance on Schedule B-Section 1 of the Title Company's commitment; for example, death certificates, corporate clearance certificates; evidence of payment of taxes; meter readings and the like; and
- (iii) All exceptions that the Title Company is willing to remove by Seller's affidavit to the Title Company.

Section 2.06 Physical Condition.

Buyer may, at Buyer's expense, until the Closing Date, have the physical condition of the Property inspected by one or more inspection companies of Buyer's choice to determine, among other things, the Property's compliance with all laws, statutes, ordinances, codes, regulations, decisions and decrees (collectively, "Applicable Laws") of all federal, state or local legislative, judicial, administrative or regulatory authorities, entities or agencies having jurisdiction (collectively, "Governmental Authorities"). If Buyer is dissatisfied for any reason with the physical condition of the Property and/or Trail Easement as disclosed by the reports of Buyer's inspectors, Buyer may cancel this Agreement not later than the Closing Date and the provisions of § 2.04 will apply.

**ARTICLE III. SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller, to induce Buyer to enter into this Agreement and to purchase the Trail Easement, covenants, warrants and represents to the Buyer that the following matters are true as of the date hereof and shall be true as of the date of Closing:

Section 3.01 Compliance with Applicable Law.

Seller represents and warrants all of the following with respect to the Trail Easement Area:

- (a) Seller has not received any notice from any Governmental Authority of any violation of or non-compliance with Applicable Law that remains uncured.

Section 3.02 Litigation.

Seller represents and warrants that there is no action, suit or proceeding pending before any Governmental Authority or, to the knowledge of Seller, threatened against or affecting the Property. There are no outstanding decrees, orders, awards or administrative determinations relating to the Property or Seller's ownership, management or control of the Trail Easement Area.

Section 3.03 Condemnation. Seller represents and warrants that Seller has not received any notice of, and has no knowledge of, any taking or proposed taking under Applicable Law that may affect the Property.

Section 3.04 Environmental. Seller warrants and represents that at any time during or, to Seller's knowledge, prior to Seller's ownership of the Trail Easement Area:

(a) Generally.

The Trail Easement Area has not been used for the disposal of any industrial refuse or waste or the processing, manufacture, storage, handling, treatment or disposal of any toxic or hazardous substance or material in violation of any Applicable Law.

(b) AST; UST.

To the best of Seller's knowledge, no storage tanks for gasoline or other petroleum products or any toxic or hazardous substance or material have been present on the Trail Easement Area, whether above-ground or under-ground.

(c) Release.

To the best of Seller's knowledge, no toxic or hazardous substances or materials have been released on or from or have migrated into the Trail Easement Area in amounts that would require remediation in accordance with any applicable laws, rules or regulations of any governing body, authority, agency or department having jurisdiction over such matters.

Section 3.05 Leases, Tenancies, Licenses and Contingencies.

(a) There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Trail Easement Area in effect as of the date of this Agreement which would be contrary to the terms of the Trail Easement Agreement. Seller shall not enter into any lease, license or agreement for the occupancy or use of a portion of the Trail Easement Area after the Effective Date of this Agreement without Buyer's written consent.

(b) This sale is contingent upon the sale and settlement of an Agricultural Conservation Easement to be conveyed to the Commonwealth of Pennsylvania, County of Montgomery and Township of Worcester. In the event the settlement on the Agricultural Conservation Easement does not occur, this Agreement shall be null and void.

**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2010- 22**

**SUPPORTING THE LOWER PERKIOMEN CREEK WATERSHED  
CONSERVATION PLAN AND LISTING THE LOWER PERKIOMEN  
CREEK ON THE PENNSYLVANIA RIVERS REGISTRY.**

**WHEREAS**, the Worcester Township Board of Supervisors recognize the importance of conserving the Lower Perkiomen Creek watershed and its tributaries to foster the quality of life in the Township of Worcester; and

**WHEREAS**, the Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, Bureau of Recreation and Conservation (PA DCNR) has established a "Pennsylvania Rivers Conservation Registry"; and

**WHEREAS**, The Perkiomen Watershed Conservancy has completed a Lower Perkiomen Creek Watershed Conservation Plan for the Lower Perkiomen Creek, which contains a number of conservation recommendations suitable for implementation, development or acquisition in the Township of Worcester and throughout the entire Perkiomen Creek watershed and its tributaries; and

**WHEREAS**, the Lower Perkiomen Creek Watershed Conservation Plan has been reviewed and found acceptable by the Township of Worcester; and

**WHEREAS**, the Township of Worcester does endorse the Lower Perkiomen Creek Watershed Conservation Plan and will endeavor to take appropriate action to implement its recommendations.

**NOW, THEREFORE,** the Township of Worcester requests that Lower Perkiomen Creek and its tributaries as defined as above, be listed in the Pennsylvania Rivers Conservation Registry.

**RESOLVED** at the public meeting of the Worcester Township Board of Supervisors held on November 1, 2010.

**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. 2010- 23**

**A RESOLUTION CONGRATULATING THE BETHEL HILL  
UNITED METHODIST CHURCH ON THEIR 240<sup>TH</sup>  
ANNIVERSARY**

**WHEREAS**, Bethel Hill United Methodist Church is the second oldest Methodist church, in Montgomery County in the Commonwealth of Pennsylvania; and

**WHEREAS**, the Bethel Hill United Methodist Church will reach the 240 year anniversary and;

**WHEREAS**, the Board of Supervisors of Worcester desire to extend congratulations to Bethel Hill United Methodist Church and wish them well as they continue to positively impact the residents and the community at large.


**NOW THEREFORE, BE IT RESOLVED**, that the Worcester Township Board of Supervisors on behalf of the residents and community hereby recognizes the Bethel Hill United Methodist Church.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on October 4, 2010.

**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. 2010- 24**

**EARNED INCOME TAX COLLECTOR**

**WHEREAS,** The Township of Worcester levies a tax on earned income and net profits of residents of the Township of Worcester (“EIT”) under the Local Tax Enabling Act, 53 P.S. §6910, et seq.;

**WHEREAS,** Act 32 of 2008 amended the Local Tax Enabling Act to provide for county-wide collection of EIT levied by school districts and municipalities;

**WHEREAS,** Act 32 of 2008 created the Montgomery County Tax Collection District (“TCD”) and the Montgomery County Tax Collection Committee (“TCC”) to govern the TCD and to retain a tax collector to collect EIT levied by municipalities and school districts within the TCD beginning January 1, 2012;

**WHEREAS,** the TCC has appointed Berkheimer Tax Administrator (“Berkheimer”) to serve as the TCD Tax Collector beginning January 1, 2012;

**WHEREAS,** the Tax Collection Agreement between the TCC and Berkheimer will permit municipalities and school districts in the TCD to appoint Berkheimer to collect EIT effective January 1, 2011; and

**WHEREAS,** the Township of Worcester has determined that it will be beneficial to the Township of Worcester to begin using Berkheimer to collect EIT beginning January 1, 2011;

The Board of Supervisors hereby resolves:

1. Effective January 1, 2011, in accordance with the terms and conditions of the Tax

Agreement between the TCC and Berkheimer, Berkheimer shall serve as the Township of Worcester's EIT tax collector for the 2011 tax year, with the express understanding that Berkheimer Associates will continue to collect taxes levied in the 2010 tax year through the close out of the 2010 tax year, including receiving fourth quarter employer and individual remittances, individual final returns, employer year-end reconciliations and delinquent taxes or reports arising from the completion of tax year 2010 until June 30, 2012, at which time, such delinquent taxes or reports shall become the responsibility of the TCC-appointed tax collector, Berkheimer;

2. Any resolutions or parts thereof inconsistent herewith are hereby rescinded, cancelled and annulled.

**RESOLVED** at the public meeting of the Worcester Township Board of Supervisors held on November 1, 2010.

**WORCESTER TOWNSHIP**

  
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**ARTHUR C. BUSTARD, CHAIRMAN**

  
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**SUSAN G. CAUGHLAN, VICE CHAIR**

  
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**STEPHEN C. QUIGLEY, MEMBER**

**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2010 - 25**

**The Preserve at Worcester**

**PRELIMINARY SUBDIVISION APPROVAL**

**WHEREAS, KEYSTONE LANDS, INC.** ("Developer") is the owner or an affiliate of the owner and developer of five (5) non-contiguous tracts of land consisting of 130.82± acres with frontage on Whitehall Road, Skippack Pike and North Wales Road in Worcester Township; and

**WHEREAS,** tracts are more particularly identified as Montgomery County Tax Parcel Nos. 67-00-03493-004 ("Unit 17"), 67-00-02648-003 ("Unit 93"), 67-00-02647-409 ("Unit 94"), 67-00-04087-004 ("Unit 4"), and 67-00-03487-001 ("Unit 20") (collectively, the "Development"), and each is zoned "AGR" Agricultural District; and

**WHEREAS,** the Developer has proposed a conservation subdivision in accordance the provisions of Article XVIA (Conservation Subdivisions) of the Worcester Township Zoning Ordinance ("Conservation Subdivision Ordinance"); and

**WHEREAS,** the Development is more particularly shown on plans prepared by Woodrow & Associates, Inc., being plans consisting of forty-four (44) sheets dated April 1, 2006, with a last revision date of February 5, 2010 (the "Plans"); and

**WHEREAS,** the Plans depict thirty-nine (39) buildable lots for single-family detached dwellings with open space to be located on Unit 17 and Unit 93 (comprising approximately 68.4

acres with frontage on North Wales Road) in accordance with Option 1 under provisions of the Conservation Subdivision Ordinance; and

**WHEREAS**, the Plans further indicate that Unit 4, Unit 20 and Unit 94 (comprising approximately 62.4 acres) shall be open space, and all three units shall be offered to the Township for dedication and any units not accepted by the Township shall be deeded or deed restricted as provided in the zoning ordinance (with the additional open space which is located on Units 17 and 93 deeded to the proposed Homeowners' Association and deed restricted from further subdivision as required); and

**WHEREAS**, the approval of thirty-nine (39) buildable lots on Unit 17 and Unit 93 is permitted as a transfer of development rights pursuant to an Order of the Board of Supervisors dated October 29, 2010 granting the Developer conditional use approval in accordance with the provisions of Article XVIA, Section 150-110.3.F of the Zoning Ordinance; and

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

**WHEREAS**, the Developer desires to obtain preliminary 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 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 130-15.B(2): Requiring that house sites be no closer than 100 feet from primary conservation areas and 50 feet from secondary conservation areas. A waiver is granted for a reduction of the required setback from primary conservation areas to 0 feet.
- b. Section 130-16: Requiring the improvement of Skippack Pike, Whitehall Road, and North Wales Road in their entirety. Developer shall improve Skippack Pike, Whitehall Road, and North Wales Road as shown on the Plans.
- c. Section 130-16.B(2)(a): Requiring a minimum radius of 150 feet at the centerline for horizontal curves on residential streets.
- d. Section 130-16.B(2)(b): Requiring a tangent of at least 100 feet measured at the center line between reverse curves on all streets except local streets.
- e. Section 130-16.B(4)(d): Requiring that grades within 50 feet of any side of an intersection not exceed 3%.
- f. Section 130-16.C(1)(a)[4]: Requiring a minimum right-of-way width of 50 feet and a minimum paved width of 32 feet for residential streets. A waiver is granted for a reduction of the required pavement width of 32 feet for all roads in the Development as depicted on the Plans. A waiver from the 50-foot right-of-way width is granted for certain portions of the roads in the Development as depicted on the Plans.
- g. Section 130-16.E(6): Requiring that the maximum grade within any intersection shall not exceed 1% and that approaches to an intersection shall follow a straight horizontal course for 100 feet.
- h. Section 130-16.E(7): Requiring that approach grades not exceed 3% for a distance of 50 feet from an intersection.
- i. Section 130-16.E(8): Requiring that the radii of pavement intersections for residential streets be a minimum of 25 feet.

- j. Section 130-18.1.a: Requiring concrete curbing along proposed roadways.

A waiver is granted for the use of either rolled curbing or Belgian block curbing (one or the other exclusively) on interior roadways. The decision on the type of alternative curbing shall be worked out to the satisfaction of the Township prior to Final Plan Approval. Prior to final plan approval, all proposed curbing along North Wales Road and Skippack Pike shall be removed from the Plans so that the curbing for the interior roadways providing ingress and egress from North Wales Road and Skippack Pike terminates at the beginning of the radius of such curbing.

- k. Section 130-20.A.4: Requiring the lot widths on each frontage of a corner lot to be a minimum of 1 1/2 times the minimum width of the interior lot on the same block.

- l. Section 130-22.B(1): Requiring that building setback lines be measured from the nearest side of easements to the proposed building, to the extent applicable.

- m. Section 130-22.B(2) and 130-22.D(1). Requiring that nothing shall be permitted to be placed, planted, set or put within the area of an easement (except lawn).

- n. Section 130-23: Requiring that monuments be located at all corners and angle points of the boundaries of the original tract to be subdivided. This waiver has been requested with respect to Units 4, 20 and 94 only. A full waiver is granted with respect to Units 4 and 94. A partial waiver is granted with respect to Unit 20 in that the Developer shall monument the corners and angle points of the boundary between Unit 20 and Block 22, Unit 24 (Montgomery County Tax Parcel No. 67-00-04090-00-1).

- o. Section 130-24.B(3)(e)[2]: Permitting the use of reinforced concrete pipe or corrugated metal pipe within lawn or field areas as approved by the Township Engineer. A waiver is granted to permit the use of ADS or CMP storm pipe outside right-of-way and lawn areas as shown on the Plans.

p. Section 130-24.B.(3)(j): Requiring a minimum of three (3) feet of cover over storm drain pipes.

q. Section 130-24.B.(4)(f)[2]: Requiring the detention of the quantity of water resulting from a 100-year, 24-hour storm under full development conditions to be released at a maximum outflow rate equal to that resulting from a 10-year, 24-hour storm under present conditions.

r. Section 130-24.B.(4)(f)[7]: Requiring a minimum of two feet of freeboard from the design flow in the emergency spillway to the top of berm elevation for each of the four proposed spillways.

s. Section 130-24.B.(4)(f)[13]: Requiring that the distance from the highest free water surface of any detention basin or drainage facility to a dwelling unit shall be a minimum of 100 feet.

2. Prior to final approval, Developer shall enter into an agreement with the Township addressing all of the issues related to the transfer of development rights contemplated by the Zoning Ordinance and specifying (1) the maximum number of units permitted on each of the tracts comprising the Development; (2) the minimum required open space on each tract, which shall meet the requirements of Section 150-110.11C of the Zoning Ordinance; and (3) other conditions determined to be necessary by the Township.

3. Prior to final approval, Developer shall offer the Township the dedication of Units 4, 20 and 94 for Township open space. The Township shall have the right, but not the obligation to accept dedication of Units 4, 20 and 94 for Township open space. If the Township does not accept dedication, then the ownership and use of Units 4, 20 and 94 as open space shall be in accordance with Article XVIA of the Zoning Ordinance.



4. Prior to final approval, Developer shall submit documents to the Township verifying that the proposed Homeowners Association has been or will be formed and operated in accordance with Section 150-110.12.B.3 of the Worcester Township Zoning Ordinance, to the satisfaction of the Township Solicitor.

5. Prior to final approval, Developer shall submit to the Township Solicitor for review and approval the deed or deeds transferring ownership of Unit 94 and the open space depicted on Units 17 and 93 from the Developer to the Homeowners Association and restricting the further subdivision and use of such areas. The deed for Unit 94 shall also covenant that Unit 94 shall remain in its natural state with maintenance access from the existing accessway through the PECO right-of-way.

6. Prior to final approval, Developer shall submit to the Township Engineer for review and approval the alluvial soil and wetlands evaluation study referenced in Note 8 on Sheet 4 of the Plans.

7. Prior to final approval, Developer shall submit to the Township (for review and approval) a Corridor Management Plan for all four riparian crossings consistent with Condition #3 of the Conditional Use approval granted by the Board of Supervisors on February 18, 2009.

8. Prior to final approval, Developer shall revise the Plans to label the length of all vertical curves on the road profiles, and shall approximate 25 feet for each 1% change in grade.

9. Prior to final approval, Developer shall revise the Plans to depict the location of sidewalks, where required, between the curb and right-of-way line five feet from the curb line.

10. Prior to final approval, Developer shall provide plans for the proposed wastewater treatment plant to the Township for review and approval. The Developer shall revise the Plans to reference the plan set for the proposed wastewater treatment plant. All approvals from the Pennsylvania Department of Environmental Protection and any other agency having jurisdiction in any way over the proposed plant shall be submitted to the Township prior to or at the time of final approval. Developer shall also provide the Township with signed and acceptable Operations and Management Agreements with the entity that will serve as permittee and operator for the proposed plant.

11. Prior to final approval, the Developer shall provide a letter from the water company serving the Development indicating that there is available capacity and a willingness on the part of the water company to serve the Development.

12. Prior to final approval, the Developer shall revise the Plans to include a Tree Survey Plan in accordance with the Township's Subdivision and Land Development Ordinance.

13. Prior to final approval, the Plans shall be revised to identify the lineal footage of roadways listed in the Landscape Requirement Chart on Sheet 44 of the Plans.

14. Prior to final approval, the proposed screen buffer for the wastewater treatment plant should be updated to reflect the current location of the treatment plant.

15. Prior to final approval, the Developer shall provide the Township with all required stormwater calculations and culvert information for the approved riparian corridor crossings.

16. Prior to final approval, the Plans shall be revised to include a detail for storm sewer manholes.

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

18. Prior to final approval, Developer shall obtain and deliver to Township all appropriate permits and approvals required for the Development from the Montgomery County Conservation District, the Pennsylvania Department of Environmental Protection, the Pennsylvania Department of Transportation and any other agency having jurisdiction over the Development.

19. Prior to final approval, Developer shall revise the Plans to depict the fencing and/or signage proposed at the entrances to the Development in detail or delete such fencing and/or signage from the Plans entirely.

20. Prior to final approval, Developer shall revise the Plans to indicate that the proposed "Liberty Bell Trail" along North Wales Road will be offered to the Township for dedication. If dedication is accepted by the Township, a Trail Easement Agreement shall be executed between the Developer and the Township to provide the Township with an easement over the constructed trail for its use as an all-purpose recreational trail to include, but not be limited to, its use for travel by foot or bicycle, and to provide for the future maintenance of the trail by the Township. The Trail Easement Agreement shall be prepared by the Township Solicitor and recorded simultaneously with the recording of the final, approved plan(s). If the Township does not accept dedication, then the constructed trail shall be offered for dedication to Montgomery County.

21. The Developer's final plan submission shall comply with the Conditional Use Decision and Order of the Board of Supervisors dated October 29, 2010 granting conditional

use approval (as conditioned in the Order) for the transfer of development rights in accordance with the provisions of Article XVIA, Section 150-110.3.F of the Zoning Ordinance.

22. Simultaneously with the recording of the final, approved plan(s), Developer shall record a notice to all future purchasers of the approved lots which specifically identifies the lots that are subject to certain environmental conditions (including, but not limited to, stormwater easements, riparian corridor or steep slopes) in their yard setback areas which may restrict some uses of such yard areas in the future. Such notice shall be reviewed and approved by the Township Solicitor prior to being recorded.

23. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements this Preliminary Approval Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.

24. 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 17, 2010.

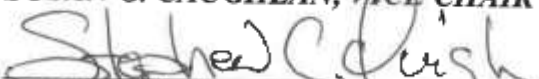
**WORCESTER TOWNSHIP**



**ARTHUR C. BUSTARD, CHAIRMAN**



**SUSAN G. CAUGHLAN, VICE CHAIR**




**STEPHEN C. QUIGLEY, MEMBER**

**The conditions of this Resolution are hereby accepted by Keystone Lands, Inc.**

**KEYSTONE LANDS, INC.**

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

  
Mr. Salvatore Paone  
Vice President

**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2010-26**

**A RESOLUTION AUTHORIZING WORCESTER TOWNSHIP TO ENTER INTO A CONSERVATION EASEMENT AND PUBLIC ACCESS EASEMENT PERTAINING TO PROPERTY LOCATED ALONG KREIBEL MILL ROAD AND OWNED BY WILLIAM J. MORAN IV AND ELIZABETH MORAN.**

**WHEREAS, WILLIAM J. MORAN IV and ELIZABETH MORAN** (collectively, "Owner") are the owners of certain land located along Kriebel Mill Road in Worcester Township, consisting of approximately 81.1 acres, being Montgomery County Tax Parcel No. 67-00-01672-00-7 (the "Property"); and

**WHEREAS,** Owner wishes to grant a conservation easement on the Property (the "Conservation Easement"), as well as a public access easement for the construction and use of public trails upon the Property (the "Public Access Easement"); and

**WHEREAS,** Worcester Township ("Township"), Montgomery County ("County"), and Montgomery County Lands Trust ("MCLT") wish to contribute funds for the purchase of the Conservation Easement and the Public Access Easement; and

**WHEREAS,** Township wishes to enter into the Public Access Easement with Owner, and to perform all of the obligations of the Holder thereunder.

**NOW, THEREFORE, BE IT RESOLVED,** that:

1. The Conservation Easement shall be granted to MCLT pursuant to the terms of a written Conservation Easement Agreement between Owner and MCLT, which agreement shall grant enforcement rights to Township as a beneficiary, and shall be otherwise acceptable to Township in form and content.

2. The Public Access Easement shall be granted to Township pursuant to the terms of a written Public Access Easement Agreement between Owner and Township, which agreement shall be acceptable to Township in form and content.
3. The Chairman of the Board of Supervisors of Township is hereby authorized to execute the Public Access Easement Agreement, and all other documents necessary to effectuate the purchase of the Conservation Easement and Public Access Easement at such time as such documents, including, without limitation, the Conservation Easement Agreement and Public Access Easement Agreement, are in a form acceptable to Township and its solicitor.
4. The Township may disburse the funds for the purchase of the Easements to Owner at such time as the Conservation Easement Agreement and Public Access Easement Agreement have been executed and acknowledged by all parties, are in a form suitable for recording, and originals of the same have been delivered to Township.

**APPROVED** this 15<sup>th</sup> day of December, 2010, 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 10-27**  
**TAX LEVY RESOLUTION**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF WORCESTER**, County of Montgomery, Commonwealth of Pennsylvania, continuing and fixing the tax rate for the year 2011 effective January 1, 2011.

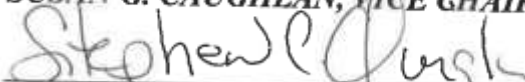
**BE IT RESOLVED AND ENACTED**, and it is hereby levied on all real property within the Township of Worcester the following tax rate for general purposes the sum of .05 mill on each dollar of market valuation or the sum of .0005 cent on each one hundred dollars of market valuation.

**Adopted** this 15<sup>th</sup> day of December, 2010

**WORCESTER TOWNSHIP**

  
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**ARTHUR C. BUSTARD, CHAIRMAN**

  
\_\_\_\_\_  
**SUSAN G. CAUGHLAN, VICE CHAIR**

  
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**STEPHEN C. QUIGLEY, MEMBER**