

WORCESTER TOWNSHIP BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-01

PETER G. ENGLISH

EAGLE SCOUT

WHEREAS, Peter G. English, after years of dedication and exemplary hard work, has attained the rank of **EAGLE SCOUT**; and

WHEREAS, the Board of Supervisors of Worcester Township desires to recognize the achievement of this distinguished goal by Peter G. English.

NOW THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors hereby commends Peter G. English for becoming an asset to Boy Scout Troop 133, the Township of Worcester and his family.

APPROVED, this 5th day of January, 1998 by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

By: John H. Graham
JOHN H. GRAHAM, CHAIRMAN

Chase E. Kneeland
CHASE E. KNEELAND, SECRETARY

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

RESOLUTION NO. 98-02

AUTHORIZATION FOR APPROVING FIRE COMPANY ACTIVITIES

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

1. Parades (including the annual Santa Claus community visit)
2. Picnics
3. Bar-B-Ques, and

WHEREAS, the Board of Supervisors of Worcester Township recognizes the importance of these ancillary activities.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors approves and authorizes the Fire Company to participate in the above activities in addition to those activities recognized and designated under 73 P.S., 601(a)(1) of the Pennsylvania Workers' Compensation Act; and further

Under no circumstances will the Fire Company be permitted to participate in any ancillary activities where the members of the Fire Company are serving, selling or distributing alcoholic beverages; and further

In accordance with this authorization the Fire Company may only participate in the above approved ancillary activities through December 31, 1998 after which time the ancillary activities will be reviewed by the Worcester Township Board of Supervisors.

APPROVED, this 18th day of February, 1998, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

BY: *John H. Graham*
JOHN H. GRAHAM, CHAIRMAN

ATTEST: *Chase E. Kneeland*
**CHASE E. KNEELAND,
SECRETARY**

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

**RESOLUTION NO. 98-03
PERMITTING WORCESTER TOWNSHIP TO
PARTICIPATE IN CONTRACTS WITH MONTGOMERY COUNTY**

WHEREAS, in accordance with Act of November 28, 1986, P.L. 1472, No. 148, Section 1 (53 P.S. Section 487.2) provides that any county may by appropriate resolution permit any municipality within the county to participate in or purchase off contracts for goods, materials or equipment entered into by the county, and

WHEREAS, the county may permit such participation by municipalities only where the solicitation for bids and specifications expressly provide for and inform prospective and successful bidders that the contract to be let is intended to be subject to this act and to regulations adopted the county hereunder; and

WHEREAS, the Montgomery County Commissioners adopted Resolution 92-C.191 on May 29, 1992 which permits any municipality to participate in contracts for goods, materials or equipment entered into by the County, as long as such municipality complies with the requirement of said resolution.

NOW THEREFORE, BE IT RESOLVED, that subject to the requirements hereinafter set forth, Worcester Township desires to participate in or purchase off contracts for goods, materials or equipment entered into by the County.

FURTHER, that Worcester Township agrees to be bound by such terms and conditions as the County may from time to time prescribe and that it will be responsible for payment directly to the vendor under each purchase contract.

APPROVED this 18th day of February, 1998, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman

Attest: *Chase E. Kneeland*
CHASE E. KNEELAND, Secretary

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

**RESOLUTION NO. 98-04
TRAFFIC SIGNAL REIMBURSEMENT AGREEMENT**

WHEREAS, it is the desire of the Board of Supervisors of Worcester Township Montgomery County, Pennsylvania to enter into a Reimbursement Agreement with the County of Montgomery; and

WHEREAS, these agreements directly relate to the design of the Traffic Signal Improvements of the following intersection:


#31 Germantown Pike and S.R. 0363 Valley Forge Road/Park Avenue

NOW, THEREFORE, BE IT RESOLVED, by authority of the Board of Supervisors of Worcester Township, Montgomery County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Supervisors of said Municipality be authorized and directed to sign the Agreements on its behalf and the Secretary be authorized and directed to attest the same.

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

BY: 
JOHN H. GRAHAM, CHAIRMAN

ATTEST: 
CHASE E. KNEELAND, SECRETARY

**DESIGN REIMBURSEMENT AGREEMENT
FOR MONTGOMERY COUNTY – WORCESTER TOWNSHIP**

MONTGOMERY COUNTY

TRAFFIC SIGNAL UPGRADE PROGRAM

WORCESTER TOWNSHIP

AGREEMENT NO: D2 - 67

THIS AGREEMENT, made and entered into this day of 1998,

by and between the County of Montgomery, hereinafter called COUNTY, and the Township , a political subdivision in the County of Montgomery, of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter call MUNICIPALITY.

WITNESSETH:

WHEREAS, the COUNTY has implemented a Traffic Signal Equipment Upgrade Program to design and construct improvements to thirty one (31) intersections within Montgomery County (hereinafter Program), and

WHEREAS, the MUNICIPALITY has signified its willingness to participate in said Program in accordance with the terms, conditions and provisions hereinafter contained in this Agreement.

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

1. **GENERAL PROVISIONS**

(a) The MUNICIPALITY will participate in the design of improvements at the locations set forth in Exhibit "A", attached hereto and made a part hereof, in accordance with plans, policies, procedures and specifications prepared and/or approved by the Pennsylvania Department of

Transportation (hereinafter PADOT), COUNTY and Traffic Planning and Design, Inc. (hereinafter CONSULTANT), where applicable.

(b) Furthermore, the MUNICIPALITY shall participate in the administration of these improvements in accordance with the provisions hereinafter provided.

2. DESIGN

(a) The COUNTY with its own CONSULTANT by contract will design the proposed improvements at a cost estimated to be Seven Thousand Three Hundred Ninety Two Dollars and eighty eight cents (\$7,392.88) as shown in the cost estimate attached hereto as Exhibit "A" and made a part hereof. The design will be in accordance with plans, policies, procedures and specifications approved by the PADOT.

(b) The COUNTY/CONSULTANT will secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Program.

(c) If during the design process issues arise which can not be quickly resolved as solely determined by COUNTY and PADOT, then that intersection may be dropped from the Program. In such event the MUNICIPALITY shall remain responsible for fifty percent (50%) of CONSULTANT'S fee incurred to the date of removal from the program.

(d) If an intersection is dropped from the Program because of issues such as Historical, Environmental, Right of Way, or Utility, then MUNICIPALITY shall remain responsible for fifty percent (50%) of the Consultants fee incurred to the date of removal from the program.

3. UTILITY CONSIDERATIONS

The COUNTY/CONSULTANT will furnish project plans to utilities known to have facilities within the project limits and to all other utilities subsequently discovered within the project limits.

(a) The MUNICIPALITY will be responsible for obtaining all necessary Right of Way as specified by the CONSULTANT. Said Right of Way must be acquired before the plans,

specifications and estimates (hereinafter PS&E) are completed or the work to be performed at the affected intersection will be dropped.

4. REIMBURSEMENT

(a) Subject to the terms hereinafter set forth, the MUNICIPALITY will reimburse the COUNTY in the amount of fifty percent (50%) of the total allowable design costs estimated to be set forth in Exhibit "A". For that work performed by CONSULTANT, the COUNTY shall directly invoice the MUNICIPALITY for the fifty percent (50%) share of COUNTY costs. MUNICIPALITY must reimburse to COUNTY said costs within thirty (30) days of receipt of the invoice from COUNTY. It is understood and agreed by the parties hereto that the MUNICIPALITY, by executing this Agreement, hereby certifies that it has on hand sufficient funds to meet all of its obligations under the terms of the Agreement and that all funds needed to pay any costs incurred in excess of those costs will be borne equally by the MUNICIPALITY and the COUNTY.

(b) For the purpose of reimbursement as indicated in this paragraph, the COUNTY will submit to the MUNICIPALITY certified monthly invoices for:

(1) Allowable costs for work performed by the COUNTY'S CONSULTANT on the project.

5. SAVE HARMLESS

The MUNICIPALITY shall indemnify, save harmless and defend the COUNTY and the Commonwealth of Pennsylvania, Department of Transportation, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from the MUNICIPALITY, and their servants, agents and employees, as a result of the design of the said improvements, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the

said MUNICIPALITY, their servants, agents and employees, during the performance of said work or thereafter, or to any other cause whatever.

6. CONSTRUCTION PHASE

(a) The Municipality shall have thirty (30) days to review the PS&E'S and advise COUNTY in writing whether the MUNICIPALITY will continue to the construction phase of the Program or to withdraw from the Program. Should such written notice not be provided to COUNTY within (30) days, then the MUNICIPALITY may be removed from any further participation in the Program.

(b) Implementation of the designed improvements must be accomplished in the construction phase of this Program. The MUNICIPALITY shall not use the design developed by the CONSULTANT to contract the improvements on its own without the prior written consent of COUNTY and PADOT.

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

ATTEST:

COUNTY OF MONTGOMERY

(SEAL)

Mario Mele, Chairman

Richard S. Buckman, Commissioner

Joseph M. Hoeffel, III, Commissioner

ATTEST:

MUNICIPALITY

Eunice Cheebel

John H. Graham

Title:

EXHIBIT A

WORCESTER TOWNSHIP

**INTERSECTION
INVOLVED**

No. 31 Germantown Pike and S.R. 0363 Valley Forge Road / Park Avenue

<u>DESIGN COST</u>	<u>MUNICIPALITY (50%)</u>	<u>COUNTY (50%)</u>	<u>TOTAL</u>
PART I PRELIMINARY AND PART II FINAL DESIGN	\$3,521.44	\$3,521.44	\$7,042.88
PART III CONSTRUCTION CONSULTATAION	\$175.00	\$175.00	\$350.00
<u>TOTAL COSTS</u>	<u>\$3,696.44</u>	<u>\$3,696.44</u>	<u>\$7,392.88</u>

Intersection 31

Germantown Pike and Valley Forge Road/Park Avenue Worcester Township

This intersection is located in a residential/commercial area.

The intersection is located near the western county line of Montgomery County. Germantown Pike has a speed limit of 35 mph and Valley Forge Road/Park Avenue has a speed limit of 35 mph. Germantown Pike is the more heavily traveled of the two roads. There are no signals located within a half mile on any approach.

The work under this project includes full modernization of controller, pedestals, poles, mastarm assemblies, signal heads, pedestrian push buttons, and loop detectors. The need for rephasing and/or retiming of this intersection will be determined.

A full survey of this intersection will be performed. A revised traffic signal permit plan will be submitted in AutoCAD.

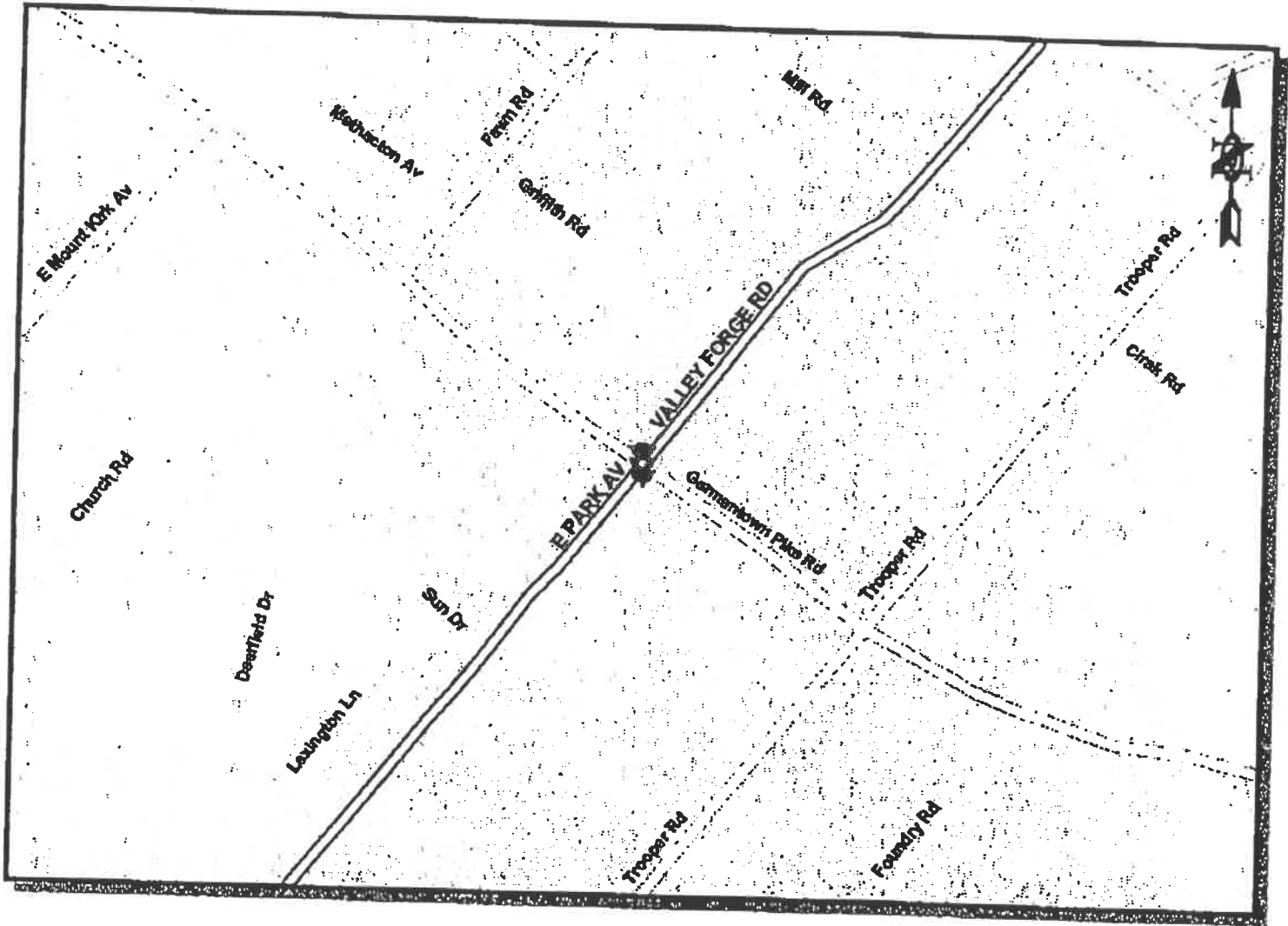
A Step 9 field view meeting with PA DOT, Montgomery County, and Municipal officials will be held prior to the Step 9 submission to verify that the plans accurately reflect field conditions. Modifications to the plans will be completed as a result of the meeting, if necessary.

Utility coordination is required due to interconnection..

The work under this project will provide a new traffic signal permit plan. A signal construction plan and tabulation sheet for this intersection will be designed and incorporated into the PS&E package.

Intersection 31

Germantown Pike & Valley Forge Road/Park Avenue
Worcester Township



Legend:

 - Project Signal

Scale = 1" = 0.25 mi.

MANHOUR AND COST ESTIMATE

Location: Germantown Pike and Valley Forge Road (S.R. 0363) / Park Avenue
Municipality: Worcester Township

Intersection #31

Payroll Classification (Rate/Hour)	Manhours					TOTAL HOURS
	Associate	Senior Project Manager	Senior Project Engineer	Project Engineer	Draftsmen/ Designers	
	\$ 35.00	\$ 27.00	\$ 20.00	\$ 16.00	\$ 15.00	
A. Task						
Part 1 - Preliminary Design						
1 - Survey	0	0	0	0	0	0
2 - Environm. Clearance	0	1	0	0	0	1
3 - Right of Way	0	0	0	0	0	0
4 - Traffic Analysis and Plans	0	1	15	15	39	70
5 - Coordination	2	2	7	5	0	16
Part 2 - Final Design						
1 - Construction Proposal	0	0	0	0	0	0
2 - Project Management	0	2	2	0	2	6
3 - Traffic	0	1	4	4	10	19
4 - Coordination	2	1	2	0	2	7
B. Total Manhours	4	8	30	24	53	119
C. Labor Cost	\$ 140.00	\$ 216.00	\$ 600.00	\$ 384.00	\$ 795.00	\$ 2,135.00
D. Overhead (1.349)						\$ 2,880.12
E. In-House Direct Cost						\$ 164.30
F. Direct Cost by Others						\$ 3,237.62
G. Net Fee (23.5%)						\$ 760.84
H. Part 3						\$ 350.00
I. Total Cost - Not to Exceed						\$ 7,392.88

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

RESOLUTION NO. 98-05

UNIFORM MILEAGE RATE

WHEREAS, The Internal Revenue Service (IRS) establishes the allowable rate for mileage reimbursement for use of a personal vehicle; and

WHEREAS, the Board of Supervisors sets the per-mile reimbursement rate for the Township;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania, that the Board does adopt the Uniform Mileage Rate as automatically set by the IRS.

Adopted this 18th day of February, 1998.

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

BY:



JOHN H. GRAHAM, CHAIRMAN

ATTEST:



CHASE E. KNEELAND, SECRETARY

WORCESTER TOWNSHIP BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 98-06

W. JOSEPH MULLER
EAGLE SCOUT

WHEREAS, W. JOSEPH MULLER, after years of dedication and exemplary hard work, has attained the rank of EAGLE SCOUT; and

WHEREAS, the Board of Supervisors of Worcester Township desires to recognize the achievement of this distinguished goal by W. Joseph Muller.

NOW THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors hereby commends W. Joseph Muller for becoming an asset to Boy Scout Troop 622, the Township of Worcester and his family.

APPROVED, this 18th day of March, 1998 by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP BOARD OF SUPERVISORS

By: *John H. Graham*
JOHN H. GRAHAM
CHAIRMAN

Chase E. Kneeland
CHASE E. KNEELAND
SECRETARY

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

RESOLUTION NO. 98-07

AUTHORIZATION FOR APPROVING FIRE POLICE ACTIVITIES

WHEREAS, the Worcester Township Volunteer Fire Police have requested permission to engage in traffic control assistance for the Ladies Auxiliary Fund Raiser, (sale of hoagies, plants, used items) to be held on May 16, 1998 at the Worcester Fire House, and;

WHEREAS, the Board of Supervisors of Worcester Township recognizes the importance of these ancillary activities.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors approves and authorizes the Fire Company to participate in the above activity in addition to those activities recognized and designated under 73 P.S., 601(a)(1) of the Pennsylvania Workers' Compensation Act; and further


Under no circumstances will the Fire Company be permitted to participate in any ancillary activities where the members of the Fire Company are serving, selling or distributing alcoholic beverages; and further

In accordance with this authorization the Fire Company may only participate in the above approved ancillary activities through December 31, 1998 after which time the ancillary activities will be reviewed by the Worcester Township Board of Supervisors.

APPROVED, this 15th day of April, 1998, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

BY: 
JOHN H. GRAHAM, CHAIRMAN

ATTEST: 
CHASE E. KNEELAND,
SECRETARY

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 98-08**

**LICENSE AGREEMENT – MONTGOMERY COUNTY PLANNING
COMMISSION**

WHEREAS, the Board of Supervisors of Worcester Township has determined that the Worcester Township Zoning Map can be clarified and made more easy to understand through a process of updating, rezoning, enlarging and designating specific parcels of ownership throughout the Township; and

WHEREAS, the Montgomery County Planning Commission has developed a computerized, digital map of the entire County which can be individualized for the various Townships and Boroughs of the County; and

WHEREAS, the Montgomery County Planning Commission has offered the digital map for Worcester Township to Worcester at a nominal cost which includes a 50% municipal discount provided Worcester enters into a License Agreement for the computer software involved; and

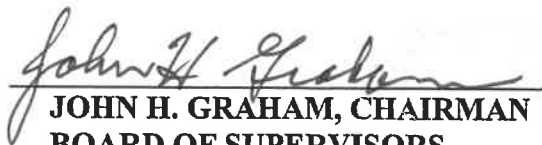
WHEREAS, the Worcester Township Board of Supervisors believes that the digital map information from the Montgomery County Planning Commission will be extremely valuable to the Township in preparing a new Worcester Township zoning map, as well as for the purpose of easy adjustment of zoning lines and the property lines as necessary in the future;

NOW, THEREFORE, the Worcester Township Board of Supervisors hereby resolves that:

1. The Chairman and Secretary of the Board are hereby authorized to enter into the Montgomery County Planning Commission License Agreement for the digital map software depicting properties within the political boundaries of Worcester Township.
2. The Township Manager, pursuant to the License Agreement with the Montgomery County Planning Commission is authorized to pay the invoice from the Montgomery County Planning Commission dated March 5, 1998 (including the municipal discount of 50%) in the amount of \$1,547.00.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held April 15, 1998.

WORCESTER TOWNSHIP

By: 
**JOHN H. GRAHAM, CHAIRMAN
BOARD OF SUPERVISORS**

Attest: 
CHASE E. KNEELAND, SECRETARY

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-09


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

WHEREAS, increased costs now require the adjustment of Township fees in the following areas: (a) residential/commercial land development cash escrow and (b) use and occupancy permits for accessory structures;

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

APPROVED this 15th day of April, 1998, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, CHAIRMAN
Board of Supervisors

Attest: 
CHASE E. KNEELAND, SECRETARY

EXHIBIT "A"

WORCESTER TOWNSHIP FEE SCHEDULE - 10/15/97 4/15/98

TYPE OF FEE	COST
SUBDIVISION-RESIDENTIAL	1-3 LOTS \$500 APPLICATION \$1,000 CASH ESCROW
	4-20 LOTS \$500 APPLICATION + \$300 PER UNIT \$2,500 CASH ESCROW
	21-50 LOTS \$500 APPLICATION + \$300 PER UNIT \$5,000 CASH ESCROW
	OVER 50 LOTS \$500 APPLICATION + \$300 PER UNIT \$10,000 CASH ESCROW
LAND DEVELOPMENT RESIDENTIAL/COMMERCIAL	\$500 APPLICATION FEE \$5,000 CASH ESCROW
ESCROW RELEASE	10% ADMIN FEE NOT TO EXCEED \$100. PER REQUEST
ZONING	
CONDITIONAL USE	\$1,000 APPLICATION \$1,000 CASH ESCROW
VARIANCE-RESIDENTIAL	\$500 APPLICATION + \$250 PER POSTPONEMENT/CONTINUANCE
VARIANCE-COMMERCIAL/INDUSTRIAL	\$1,200 APPLICATION + \$600 PER POSTPONEMENT/CONTINUANCE
VARIANCE-APARTMENT USE	\$1,200 APPLICATION + \$600 PER POSTPONEMENT/CONTINUANCE
CHALLENGE	\$2,500
USE & OCCUPANCY-RESIDENTIAL NEW	\$100 HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION

USE & OCCUPANCY-RESIDENTIAL RESALE	\$75 HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
USE & OCCUPANCY-COMMERCIAL NEW	\$250 PER 5,000 S.F. + \$20 PER EACH ADDITIONAL 1,000 S.F. HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
USE & OCCUPANCY-COMMERCIAL RESALE	\$250 PER 5,000 S.F. + \$20 PER EACH ADDITIONAL 1,000 S.F. HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
USE & OCCUPANCY-ACCESSORY STRUCTURE(S)	\$25 HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
BUILDING PERMIT-RESIDENTIAL NEW	\$25 BASE + \$.15 S.F. LIVING SPACE OR \$.10 S.F. GARAGE OR PATIO OR DECK OR \$.05 S.F. ACCESSORY STORAGE OR TENNIS COURT OR \$.50 S.F. SWIMMING POOL OR RECREATIONAL FACILITY CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE
BUILDING PERMIT-RESIDENTIAL ADDITIONS	\$25 BASE +\$.15 S.F. LIVING SPACE OR \$.10 S.F. GARAGE OR BASEMENT OR PATIO OR DECK OR \$.05 S.F. ACCESSORY STORAGE OR TENNIS COURT OR \$.50 S.F. SWIMMING POOL OR RECREATIONAL FACILITY CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE

BUILDING PERMIT-COMMERCIAL/INDUSTRIAL OR OTHER NON-RESIDENTIAL	\$25 BASE + \$.50 S.F. CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE
BUILDING PERMIT-COMMERCIAL/INDUSTRIAL OR OTHER NON-RESIDENTIAL ADDITIONS	\$.50 S.F. CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE
DEMOLITION	\$300 PER OCCURRENCE + CERTIFICATE OF RODENT EXTERMINATOR + PROOF OF ALL UTILITY DISCONNECTS + CERTIFICATE OF LIABILITY (HOLD TOWNSHIP HARMLESS) \$1,000,000 PER OCCURRENCE
DRIVEWAY PERMIT	\$40.00 TOWNSHIP ROADS
SIGN PERMIT (VALID 3 YEARS)	\$15 BASE + \$.50 S.F. OUTSIDE DIMENSIONS
SOLICITATION PERMIT (VALID 30 DAYS)	\$25 PER PERSON SOLICITING
YARD SALE PERMIT (ONE PER YEAR) REFUNDABLE DEPOSIT	\$5 PERMIT \$50 DEPOSIT
SEWER RENTAL	\$78.75 QUARTERLY
SEWER CERTIFICATION	\$10
TAX CERTIFICATION	\$15
FALSE ALARMS - BURGLAR	\$50 NON-REGISTRY NO FINE -1ST & 2ND \$50 3RD \$100 4TH & OVER
FALSE ALARMS - FIRE	\$50 NON-REGISTRY NO FINE -1ST & 2ND \$100 3RD \$200 4TH \$300 5TH & OVER

APPROVED 10/15/97
RESOLUTION NO. 97-31

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-10

RUSSELL BRYANT JR. SUBDIVISION

PRELIMINARY/FINAL SUBDIVISION APPROVAL

WHEREAS, RUSSELL BRYANT JR. (“Developer”) is the owner and developer of a certain tract of land situated in Worcester Township on which a residential subdivision has been proposed known as Russell Bryant, Jr. Subdivision (the “**Subdivision**”); and

WHEREAS, the subdivision is more particularly shown on Plans prepared by Fore Site Land Services, Inc., being Plans dated June 16, 1997, with the revision date being January 30, 1998, which Plans cover a total tract area of approximately 53.47 gross acres (the “**Plans**”), and propose to join in common title a 1.98 acre parcel cut from an existing homestead parcel located at 1809 Valley Forge Road and consisting of approximately 53 acres, to a previously subdivided lot consisting of approximately 2 acres. The proposed result will be one flag lot totaling 3.98 acres, with access to Shutt Mill Road. The new address will be 1948 Shutt Mill Road with the remaining homestead parcel totaling 51.4 acres.

WHEREAS, the Plan described above is being incorporated into this Preliminary/Final Approval by reference; and

WHEREAS, Owner/Developer shall obtain and deliver to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the subdivision prior to the Plan being recorded; 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 subdivision as shown on the Plan described above, subject, however, to the following conditions:


1. The subdivision shall be constructed in strict accordance with the content of the Plan, the entire content of which is incorporated herein by reference.
2. Although the maintenance of all detention basins and surface stormwater drainage easements (if any) shall be the responsibility of the owner of the lot where said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the lot owners are not fulfilled after reasonable notice to do so.
3. 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 applicant. If the Township received 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.

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

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on April 15, 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, CHAIRMAN
BOARD OF SUPERVISORS

Attest: 
CHASE E. KNEELAND, SECRETARY

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-11

**“SPRING LAKE SUBDIVISION”
REALEN HOMES, INC.**

PRELIMINARY SUBDIVISION APPROVAL

WHEREAS, REALEN HOMES (“Developer”) is the equitable owner and developer of a certain tract of land consisting of 56.89 acres located on North Wales Road, South of Morris Road, East of Bethel Road in Worcester Township (“Township”) which is proposed to be developed into a residential community to be known as Spring Lake (“Development”), which is more particularly shown on Plans prepared by Woodrow & Associates, Inc. consisting of 23 sheets bearing a Plan origination date of September 26, 1997, and a last revision date of January 6, 1998 with sheets 5a and 6a dated September 26, 1997 last revised April 14, 1998 (the “Plans”), which Plans depict the development of the Property into a residential community of 23 single-family detached lots with associated roads and utilities; and

WHEREAS, Developer desires to obtain Preliminary Subdivision Approval from Worcester Township (the “Township”) consistent with the Plans and also with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW THEREFORE, BE IT RESOLVED, that the Township hereby grants Preliminary Approval of the Development as shown on the Plans, subject, however, to the following conditions:

1. Developer shall obtain and deliver to Township (prior to Final Approval) all appropriate permits and approvals required for the development of the Property from the Pennsylvania Department of Environmental Protection, the Army Corps of Engineers, the Montgomery County Soil Conservation Service, the North Penn Water Authority, the Upper Gwynedd Township Sewer Authority and any other agency or body having jurisdiction over this Development.
2. At or before the Final Subdivision Approval, Developer shall provide Township with detailed metes-and-bounds descriptions of applicable utility easements being reserved over any of the lots of the Development. In addition, Developer shall provide Township with true and correct copies of any utility easement, including stormwater, over adjacent properties which easements may be necessary for the Development to adequately serve the lots with such utilities. All such easements shall be in recordable form and shall, in fact, be recorded no later than the date on which the Final Subdivision Plat is recorded.
3. Prior to Final Subdivision Approval, Developer shall execute a Subdivision and Escrow Agreement with the Township in which Developer shall obligate itself to complete all of the public improvements shown on the Plan 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.

4. The Developer agrees that as an alternative solution to providing public sewer to the Spring Lakes Subdivision, in the event that the public sewer service is not available in the adjacent Sunny Brooke Estates project, the Developer will construct a temporary pumping station adjacent to the existing gravity line which would connect with the Sunny Brooke Estates project. This public station will convey sewage through a proposed force main on the Spring Lakes Property for connection to the existing sewer system in the Hillcrest Meadow subdivision. In conjunction with this approval, the Developer agrees that prior to the recording of the plans they will escrow the amount necessary for the construction of this temporary pumping station and force main.
5. Although the maintenance of all detention basins and surface storm water drainage facilities and easements shall be the responsibility of the property owner on whose property said facilities and easements are located, Developer shall, prior to final subdivision approval, reserve easements in favor of the Township (on an easement form to be provided by the Township Solicitor) so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of those property owners are not fulfilled after reasonable notice from the Township to do so.
6. Prior to final subdivision approval, a note shall be placed on the Record Plans offering all open space areas shown on the Property for dedication to

Worcester Township. Worcester Township shall, prior to final subdivision approval, clarify with the Developer which open space areas it intends to take by virtue of such offer of dedication and which open space areas should remain in the ownership of such Homeowner Association as the Developer creates.

7. No waivers from any applicable provisions of the Worcester Township Subdivision and Land Development Ordinance or Zoning Ordinance are intended to be granted by virtue of this approval unless such waiver requests are specifically set forth on the Plans themselves or in a letter received and approved by the Board of Supervisors. Any proposed design or construction on these Plans which would otherwise require a waiver by the Board of Supervisor and which has not been specifically requested and granted by the Board of Supervisors prior to this date, must be addressed to the discretion of the Board of Supervisors prior to final Plan approval.
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 an approval. In the absence of an appeal or a Notice of Rejection of Conditions 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 the Resolution, this approval shall be deemed to have been automatically rescinded.

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

APPROVED at the public meeting of the Worcester Township Board of Supervisors held April 15, 1998.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, CHAIRMAN
BOARD OF SUPERVISORS

Attest: *Chase E. Kneeland*
CHASE E. KNEELAND, SECRETARY

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-12

HERTZOG SUBDIVISION

PRELIMINARY SUBDIVISION APPROVAL

WHEREAS, LEO and JEAN HERTZOG (“Owner/Developer”) are the owners and developers of a certain tract of land situate at 2120 Bethel Road (33.9 acres) and 2130 Bethel Road (7.7 acres) in Worcester Township (the “Development”) which is more particularly shown on Plans prepared by Robert E. Blue Consulting Engineers, P. C. consisting of 28 sheets and bearing an original date of January 27, 1998 and with sheets 1-6 and 8-28 bearing a last revision date of April 24, 1998 and sheet 7 bearing a last revision date of May 14, 1998 (the “Plans”). The Plans cover a total tract area of approximately 40.94 acres and propose 21 new single family dwelling lots and accompanying open space; the Plans are expressly being incorporated herein by reference; and

WHEREAS, Developer desires to obtain preliminary subdivision approval from Worcester Township (“Township”) consistent with the Plans and also with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors grants preliminary approval of the subdivision as shown on the Plans, subject, however, to the following conditions:

1. Developer shall obtain and deliver to Township all appropriate permits and approvals required for the development of the Property from the Pennsylvania Department of Environmental Resources, the Army Corps of Engineers, the Soil Conservation Service, the North Penn Water Authority, Upper Gwynedd Township (re: sanitary sewer), and any other agency or body having jurisdiction over this development prior to final approval.

2. The Board of Supervisors of Worcester Township hereby grants the following waivers of the Township Land Development and Subdivision Ordinance.

- a. Section 130-18B. requiring curbing on existing or proposed streets. The Developer is proposing that the radius on the new road where it intersects Bethel Road will be curbed.
- b. Section 130-18A requiring that sidewalks be placed on proposed or existing streets.

3. Developer shall provide, at or before final subdivision approval, detailed metes-and-bounds descriptions of all applicable utility easements being reserved over any of the lots of this subdivision. In addition, Developer shall provide the Township with true and correct copies of any utility easement, including stormwater, over adjacent properties which easements may be necessary for the development to adequately serve the lots proposed with any utility. All such easements shall be in recordable form and shall, in fact, be recorded no later than the date on which the final subdivision plot is recorded.

4. Prior to final subdivision approval, Developer agrees to execute a Subdivision and Escrow Agreement with Worcester Township in which Developer shall obligate itself to complete all of the public improvements shown on the Plan 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.

5. Prior to the time of final subdivision approval, the Plans shall be amended to show:

- a. the finalization of storm sewer easements;
- b. construction details for the provision of sanitary sewer.

6. Prior to the time of final subdivision approval, any remaining engineering issues, and especially such issues as relate to alternate methods of providing sanitary sewer service to the Development, shall be fully resolved to the satisfaction of the Township.

APPROVED this 20th day of May, 19~~8~~⁹, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By:


JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest:


CHASE E. KNEELAND, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-13

**"SPRING LAKE SUBDIVISION"
REALEN HOMES, INC.**

FINAL SUBDIVISION APPROVAL

WHEREAS, REALEN HOMES ("Developer") is the equitable owner and developer of a certain tract of land consisting of 56.89 acres located on North Wales Road, South of Morris Road, East of Bethel Road in Worcester Township ("Township") which is proposed to be developed into a residential community to be known as Spring Lake ("Development"), which is more particularly shown on Plans prepared by Woodrow & Associates, Inc. consisting of 23 sheets bearing a Plan origination date of September 26, 1997, and a last revision date of January 6, 1998 with sheets 5a and 6a dated September 26, 1997 last revised per Exhibit "A" (the "Plans"), which Plans depict the development of the Property into a residential community of 23 single-family detached lots with associated roads and utilities; and

WHEREAS, Developer desires to obtain Final Subdivision Approval from Worcester Township (the "Township") consistent with the Plans and also with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW THEREFORE, BE IT RESOLVED, that the Township hereby grants Final Approval of the Development as shown on the Plans, subject, however, to the following conditions:

1. Developer shall obtain and deliver to Township (prior to Recording of the Plans) all appropriate permits and approvals required for the development of the Property from the Pennsylvania Department of Environmental Protection, the Army Corps of Engineers, the Montgomery County Soil Conservation Service, the North Penn Water Authority, the Upper Gwynedd Township Sewer Authority and any other agency or body having jurisdiction over this Development.

2. Prior to recording of the plans, Developer shall execute a Subdivision and Escrow Agreement with the Township in which Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

3. The Developer agrees that as an alternative solution to providing public sewer to the Spring Lake Subdivision, in the event that the public sewer service is not available in the adjacent Sunny Brooke Estates project, the Developer will construct a temporary pumping station adjacent to the existing gravity line which would connect with the Sunny Brooke Estates project. This public station will convey sewage through a proposed force main on the Spring Lake Property for connection to the existing sewer system in the Hillcrest Meadow subdivision. In conjunction with this approval, the Developer agrees that prior to the recording of the plans

they will escrow the amount necessary for the construction of this temporary pumping station and force main.

4. Although the maintenance of all detention basins and surface storm water drainage facilities and easements shall be the responsibility of the property owner on whose property said facilities and easements are located, Developer shall, reserve easements in favor of the Township (on an easement form to be provided by the Township Solicitor) so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of those property owners are not fulfilled after reasonable notice from the Township to do so.

5. A note shall be placed on the record Plans offering all open space areas shown on the Property for dedication to Worcester Township. Worcester Township shall, clarify with the Developer which open space areas it intends to take by virtue of such offer of dedication and which open space areas should remain in the ownership of such Homeowner Association as the Developer creates.

6. 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 an approval. In the absence of an appeal or a Notice of Rejection of Conditions 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.

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

8. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, Preliminary Approval Resolution and Subdivision and Escrow Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

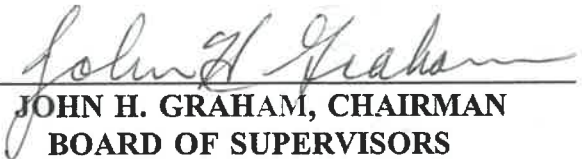
9. Developer shall provide the Township Manager and the Township Engineer with at least 72 hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify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

10. 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 Subdivision 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 subdivision approval shall expire and be deemed to have been revoked.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held June 8, 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, CHAIRMAN
BOARD OF SUPERVISORS

Attest: 
CHASE E. KNEELAND, SECRETARY

EXHIBIT "A"

TOWNSHIP OF WORCESTER SPRING LAKE SUBDIVISION		
NO.	PROJECT SHEET INDEX	LATEST REVISION DATE
1 of 21	Cover Sheet	01/07/98
2 of 21	Subdivision Plan - South Section	04/14/98
3 of 21	Subdivision Plan - North Section	04/14/98
4 of 21	Existing Features and Demolition Plan	04/14/98
5 of 21	Grading, Drainage & Utility Plan - South Section	04/14/98
5A of 21	Grading, Drainage & Utility Plan - South Section	04/14/98
6 of 21	Grading, Drainage & Utility Plan - North Section	04/14/98
6A of 21	Grading, Drainage & Utility Plan - North Section	04/14/98
7 of 21	Public Improvements Erosion and Sedimentation Control Plan - South Section	04/14/98
8 of 21	Public Improvements Erosion and Sedimentation Control Plan - North Section	04/14/98
9 of 21	On-Lot Erosion and Sedimentation Control Plan - South Section	04/14/98
10 of 21	On-Lot Erosion and Sedimentation Control Plan - North Section	04/14/98
11 of 21	Erosion and Sedimentation Control Notes & Utility Structure Schedules	04/14/98
12 of 21	Landscape and Lighting Plan - South Section	04/14/98
13 of 21	Landscape and Lighting Plan - North Section	04/14/98
14 of 21	Plan and Profile: Road "A," Road "B" and Road "C"	04/14/98
15 of 21	Plan and Profile: North Wales Road (Sta. 32+50 to 48+50)	04/14/98
16 of 21	Plan and Profile: North Wales Road (Sta. 48+50 to 62+50)	04/14/98
17 of 21	Plan and Profile: Cross Lot Utility	04/14/98
18 of 21	Construction Details	02/19/98
19 of 21	Construction Details	02/19/98
20 of 21	Construction Details	02/19/98
21 of 21	Construction Details	02/19/98
1 of 1	Project Drainage Area Boundary Plan	09/26/97

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-14

THE FORD SUBDIVISION

FINAL SUBDIVISION APPROVAL

WHEREAS, WILLIAM J. FORD ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township on Dell Road (the "**Development**"), which is more particularly shown on plans prepared by Gilmore & Associates, being plans consisting of six (6) sheets dated June 27, 1993, with a last revision date being May 18, 1998, which plans cover a total tract area of approximately 24.807 acres (the "**Plans**"), setting forth the proposed development of the tract into four (4) residential building lots in accordance with those Plans; and

WHEREAS, the Plans described above are being incorporated into this Final Approval by reference; and

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

WHEREAS, the Developer desires to obtain Final Subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

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

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

2. Prior to the Township's execution of the Plans, Developer agrees to execute a Subdivision and Escrow Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

3. The Development shall be constructed in strict accordance with the content of the Plans, the terms and conditions of the Preliminary Approval Resolution dated June 16, 1993, and the terms and conditions of the above-described Subdivision and Escrow Agreement, the entire contents of which are incorporated herein by reference.

4. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, Preliminary Approval Resolution and Subdivision and Escrow Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

5. Developer shall provide the Township Manager and the Township Engineer with at least 72 hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots

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

6. 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 Subdivision 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 subdivision approval shall expire and be deemed to have been revoked.

7. 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 applicant. 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.

8. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code, it shall be the responsibility of the Developer to deliver fully and properly executed record Plans (3 paper and 2 linens) to the Township in sufficient time that such Plans may be recorded at the Montgomery County Recorder of Deeds Office within ninety (90) days from the date of

final approval Failure to deliver such properly executed Plans to the Township within this time frame shall render the approval of the Plan null and void.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on June 17, 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 98-15
THE CUTLER GROUP, INC. (HERITAGE VILLAGE)
FINAL SUBDIVISION APPROVAL

WHEREAS, THE CUTLER GROUP, INC. (“Developer”) is the owner and developer of a certain tract of land situate on the Southwest side of Germantown Pike, South of Windy Hill Road at Vienna Avenue, in Worcester Township (the “Development”), which is more particularly shown on plans prepared by Urwiler & Walter, Inc., being plans consisting of twelve (12) sheets dated May 19, 1995, with a last revision date being May 5, 1997, which plans cover a total tract area of approximately 15.4 acres, setting forth the proposed development of the tract into forty-six (46) twin homes (i.e. 23 buildings of 2 units each) plus the existing single family home. The development also appears on plans prepared by Urwiler & Walter which depict a sanitary pumping station and off-site sewer with a last revision date of August 18, 1997 (hereinafter collectively referred to as “Plans”); and

WHEREAS, the Plans described above are being incorporated into this Final Approval by reference; and

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

WHEREAS, the Developer desires to obtain Final Subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

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

1. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.
2. Prior to the Township's execution of the Plans, Developer agrees to execute a Subdivision and Escrow Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.
3. The Development shall be constructed in strict accordance with the content of the Plans, the terms and conditions of the Preliminary Approval Resolution dated May 15, 1996, and the terms and conditions of the above-described Subdivision

and Escrow Agreement, the entire contents of which are incorporated herein by reference.

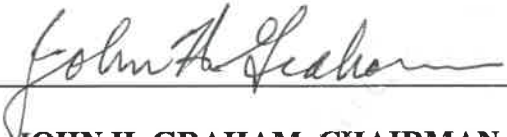
4. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, Preliminary Approval Resolution and Subdivision and Escrow Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.
5. Developer shall provide the Township Manager and the Township Engineer with at least 72 hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.
6. 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 Subdivision 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 subdivision approval shall expire and be deemed to have been revoked.

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

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on June 17, 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, CHAIRMAN

BOARD OF SUPERVISORS

Attest: 
CHASE E. KNEELAND, SECRETARY

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY

COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-16

AUTHORIZATION FOR APPROVING FIRE COMPANY ACTIVITIES

WHEREAS, the Worcester Township Volunteer Fire Company has been granted permission on February 18, 1998, to engage in the following ancillary activities

1. Parades (including the annual Santa Claus community visit)
2. Picnics
3. Bar-B-Ques, and

WHEREAS, the Board of Supervisors of Worcester Township recognizes the importance of these ancillary activities, authorization is also granted for the Fire Company and Fire Police to assist other 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 approves and authorizes the Fire Company to participate in the above activities in addition to those activities recognized and designated under 73 P.S., 601(a)(1) of the Pennsylvania Workers' Compensation Act; and further

Under no circumstances will the Fire Company be permitted to participate in any ancillary activities where the members of the Fire Company are serving, selling or distributing alcoholic beverages; and further

In accordance with this authorization the Fire Company may only participate in the above-approved ancillary activities through December 31, 1998 after which time the Worcester Township Board of Supervisors will review the ancillary activities.

APPROVED, this 15th day of July, 1998, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

BY: _____


JOHN H. GRAHAM, CHAIRMAN

ATTEST: _____


**CHASE E. KNEELAND,
SECRETARY**

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-17

ASHER PROPERTY

PRELIMINARY LAND DEVELOPMENT APPROVAL

WHEREAS, Lance Asher and Cindy Jean Asher, husband and wife, are the owners and developers of a certain tract of land consisting of 2.104 acres located on the west side of Park Avenue, south of Germantown Pike (the "Property") in Worcester Township which is proposed to be developed into a car wash ("Development"), which is more particularly shown on Plans prepared by Czop/Specter, Inc. consisting of 8 sheets bearing a Plan origination date of January 20, 1998, and last revision date of 6/17/98, sheets 5-6 and 8, and 7/1/98, sheets 1-4 and 7 (the "Plans"); and

WHEREAS, Developer desires to obtain Preliminary Land Development Approval from Worcester Township (the "Township") consistent with the Plans and also with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW THEREFORE, BE IT RESOLVED, that the Township hereby grants Preliminary Approval of the Development as shown on the Plans, subject, however to the following conditions:

1. Developer shall obtain and deliver to Township (prior to Final Approval) all appropriate permits and approvals required for the development of the Property from the Pennsylvania Department of Environmental Protection, the Montgomery County Soil Conservation Service, the Pennsylvania-American Water Company and any other agency or body having jurisdiction over this Development.

2. Developer shall provide Township with true and correct copies of any utility easement, including stormwater, over adjacent properties which easements may be necessary for the Development to adequately serve the lots with such utilities. All such easements shall be in recordable form and shall, in fact, be recorded no later than the date on which the Final Land Development Plan is recorded.

3. Prior to Final Approval, Developer shall execute a Land Development and Escrow Agreement with the Township in which Developer shall obligate itself to complete all of the public improvements shown on the Plan 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.

4. Although the maintenance of all detention basins and surface storm water drainage facilities and easements shall be the responsibility of the property owner, Developer shall, prior to Final Approval, reserve easements in favor of the Township (on an easement form to be provided by the Township Solicitor) so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance

responsibilities of the property owner is not fulfilled after reasonable notice from the Township to do so.

5. No waivers from any applicable provisions of the Worcester Township Subdivision and Land Development Ordinance or Zoning Ordinance are intended to be granted by virtue of this approval unless such waiver requests are specifically set forth on the Plans themselves or in a letter received and approved by the Board of Supervisors. Any proposed design or construction on these Plans which would otherwise require a waiver by the Board of Supervisors and which has not been specifically requested and granted by the Board of Supervisors prior to this date, must be addressed to the discretion of the Board of Supervisors prior to final Plan approval.

6. It shall be a condition to this grant of Preliminary Land Development Approval that before a building permit for the Development is issued, public sanitary sewer service must be available to the Property.

7. 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 an approval. In the absence of an appeal or a Notice of Rejection of Conditions 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 July 15 __, 1998.

WORCESTER TOWNSHIP

By: *John H. Graham*
**JOHN H. GRAHAM, CHAIRMAN
BOARD OF SUPERVISORS**

Attest: *Chase E. Kneeland*
CHASE E. KNEELAND, SECRETARY

MHK:mch/vbw/Worces/asher.
070998

**TOWNSHIP OF WORCESTER
RESOLUTION NO. 98-18**

**RESOLUTION AUTHORIZING
PARTICIPATION IN MERCHANT SERVICES PROGRAM**

WHEREAS, the Township of Worcester (the "Governmental Unit") is a participant in the Pennsylvania Local Government Investment Trust (the "Trust"); and

WHEREAS, the Trust intends to enter into or has entered into a Merchant Services Agreement (as the same may be amended and supplemented from time to time, the "Merchant Services Agreement") with PNC Merchant Services Company (the "Company") under which the Company will make available to the Trust Participants a Merchant Services Program (the "Merchant Services Program"); and

WHEREAS, under the Merchant Services Program, the Company will offer to the Governmental Unit the ability to honor at its operational locations Visa[®] and MasterCard[®] cards, debit cards, and various other cards, in connection with the payment of various governmental fees, fines, services and facility charges and other payments by the Governmental Unit's customers and citizens using various point-of-sale electronic terminals and electronic printers; and

WHEREAS, the funds collected under this Merchant Services Program will be credited to the Governmental Unit's account in the Trust's PLGIT Portfolio; and

WHEREAS, the Trust and the Governmental Unit may from time to time enter into additional agreements to provide for the use of additional cards as part of the Merchant Services Program (the "Additional Agreements"); and

WHEREAS, the Government Unit desires to participate in the Merchant Services Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Government Unit is authorized to participate in the Merchant Services Program.
2. The Governmental Unit approves the Public Unit Contract and the PLGIT Participant Agreement substantially in the form presented to this meeting
3. The officers of the Governmental Unit are authorized to take any actions and to execute and deliver any documents (including, from time to time, Additional Agreements) as may be necessary or proper to effectuate the Governmental Unit's participation in the Merchant Services Program and to carry out the purposes of this resolution.

CERTIFICATION

The undersigned hereby certifies that the foregoing resolution was adopted by the Board of Supervisors of the Township of Worcester (the "Governmental Unit") at a duly called and convened meeting on August 19, 1998; that public notice of said meeting was given as required by law; that the meeting was conducted in accordance with the Pennsylvania Sunshine Act; that the resolution and the vote thereon have been duly recorded in the minutes; and that the resolution has not been altered, amended, suspended or repealed and is still in full force and effect as of the date of this certificate.

WITNESS my hand and seal of the Board of Supervisors of Worcester Township this 19th day of August, 1998.

(Seal)


Name: _____

Title: Chairman, Board of Supervisors


Name: _____

Title: Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98- 19

HOLLIS ESTATES SUBDIVISION

WHEREAS, PILOT FINANCIAL CORP. ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania, (the "Premises") which land has been subdivided into thirty (30) residential building lots and is more particularly bounded and described on a Final Plan of Subdivision prepared by Momenee-King Associates, being dated February 15, 1988, with a last revision date being December 4, 1996; and

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment, that portion of its property lying between the legal and the ultimate right-of-way line along Hollis Road; and

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment, that portion of its property lying between the legal and the ultimate right-of-way line along Fisher Road; and

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment, that portion of its property lying between the legal and the ultimate right-of-way line along Bustard Road; and


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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Worcester Township Board of Supervisors is authorized to execute a Maintenance Agreement with the Grantor providing for certain security to be tendered to Worcester Township by the Grantor when public improvements called for under the Subdivision Agreement are completed.

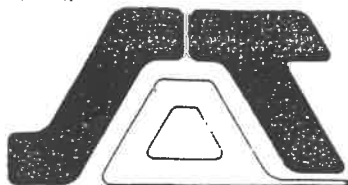
APPROVED this 23rd day of September, 1998, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

EXHIBIT "A"
HOLLIS ROAD



Stout, Tacconelli & Associates, Inc.

December 4, 1995

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

**DEED OF DEDICATION
(HOLLIS ROAD)
HOLLIS ESTATES
PROJECT #1837**

ALL THAT CERTAIN tract or strip of ground situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Hollis Road on a record plan prepared for Michael Clement by Momenee-King Associates, dated February 15, 1988 as last revised July 13, 1989 being more fully described as follows:

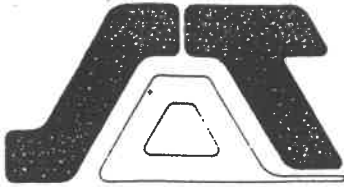
BEGINNING at a point on the southeast sideline of Bustard Road, L.R. 46068 (46.5 feet wide) as widened to 30 feet along the southeast side thereof said point also being the northeasterly most end of a 20 foot radial corner formed by the intersection of the said sideline of Bustard Road and the northwest sideline of Hollis Road (50 feet wide); thence from the said beginning point and extending along a line curving to the left in a southeasterly direction having a radius of 20.00 feet for an arc distance of 38.78 feet to a point of tangency on the northwest sideline of Hollis Road, aforesaid; thence extending along the said sideline the following fifteen (15) courses: (1) South 74° 12' 50" East, 184.19 feet to a point of curvature, (2) extending along a line curving to the left in a southeasterly direction having a radius of 175.00 feet for an arc distance of 183.52 feet to a point of tangency, (3) North 45° 42' 00" East, 326.05 feet to a point of curvature, (4) extending along a line curving to the right in a southeasterly direction having a radius of 350.00 feet for an arc distance of 101.00 feet to a point of tangency, (5) North 62° 14' 00" East, 176.19 feet to a point of curvature, (6) extending along a line curving to the right in a southeasterly direction having a radius of 525.00 feet for an arc distance of 301.92 feet to a point of tangency, (7) South 84° 49' 00" East, 312.11 feet to point of curvature, (8) extending along a line curving to the left in a

southeasterly direction having a radius of 225.00 feet for an arc distance of 184.26 feet to a point of tangency, (9) North 48° 15' 44" East, 427.01 feet to a point of curvature, (10) extending along a line curving to the right in a southeasterly direction having a radius of 1,025.00 feet for an arc distance of 332.83 feet to a point of tangency, (11) North 66° 52' 00" East, 537.26 feet to a point of curvature, (12) extending along a line curving to the left in a northeasterly direction having a radius of 275.00 feet for an arc distance of 182.63 feet to a point of tangency, (13) North 28° 49' 00" East, 201.67 feet to a point of curvature, (14) extending along a line curving to the right in a northeasterly direction having a radius of 350.00 feet for an arc distance of 50.19 feet to a point of tangency, (15) North 37° 02' 00" East, 479.92 feet to a point of curvature; thence extending along a line curving to the left in a northwesterly direction having a radius of 20.00 feet for an arc distance of 31.21 feet to a point on the southwest sideline of Fisher Road (of variable width); thence extending along the said sideline and crossing over the northeasterly most terminus of Hollis Road, aforesaid, South 52° 22' 00" East, 90.00 feet to a point; thence extending along a line curving to the left in a southwesterly direction having a radius of 20.00 feet for an arc distance of 31.63 feet to a point on the southeast sideline of Hollis Road, aforesaid; thence extending along the said sideline the following fifteen (15) courses: (1) South 37° 02' 00" West, 478.97 feet to a point of curvature, (2) extending along a line curving to the left in a southwesterly direction having a radius of 300.00 feet for an arc distance of 43.02 feet to a point of tangency, (3) South 28° 49' 00" West, 201.67 feet to a point of curvature, (4) extending along a line curving to the right in a southwesterly direction having a radius of 325.00 feet for an arc distance of 215.83 feet to a point of tangency, (5) South 66° 52' 00" West, 537.26 feet to a point of curvature, (6) extending along a line curving to the left in southwesterly direction having a radius of 975.00 feet for an arc distance of 316.59 feet to a point of tangency, (7) South 48° 15' 44" West, 427.01 feet to a point of curvature, (8) extending along a line curving to the right in a northwesterly direction having a radius of 275.00 feet for an arc distance of 225.21 feet to a point of tangency, (9) North 84° 49' 44" West, 312.11 feet to a point of

curvature, (10) extending along a line curving to the left in a northwesterly direction having a radius of 475.00 feet for an arc distance of 273.17 feet to a point of tangency, (11) South 62° 14' 00" West, 176.19 feet to a point of curvature, (12) extending along a line curving to the left in a southwesterly direction having a radius of 300.00 feet for an arc distance of 86.57 feet to a point of tangency, (13) South 45° 42' 00" West, 326.05 feet to a point of curvature, (14) extending along a line curving to the right in a northwesterly direction having a radius of 225.00 feet for an arc distance of 235.96 feet to a point of tangency on the northeast line of lands of Philadelphia Electric Company, (15) extending along the said Electric Company lands North 74° 12' 50" West, 232.67 feet to a point in the southeast sideline of Bustard Road, L.R.46068, aforesaid; thence extending along the said sideline and crossing over the northwesterly most terminous of Hollis Road, aforesaid, North 36° 53' 08" East, 82.76 feet to the point of beginning.

EXHIBIT "B"

FISHER ROAD



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

December 5, 1995

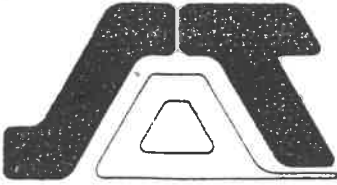
**DEED OF DEDICATION
(FISHER ROAD)
HOLLIS ESTATES
PROJECT #1837**

ALL THAT CERTAIN tract or strip of ground situate in Worcester Township, Montgomery County, Pennsylvania, being shown as a portion of Fisher Road on a record plan prepared for Michael Clement by Momenee-King Associates, dated February 15, 1988 as last revised July 13, 1989 being more fully described as follows:

BEGINNING at a point on the southwest sideline of Fisher Road (of variable width) said point being the northwesterly most end of a 20 foot radial corner formed by the intersection of the said sideline of Fisher Road and the northwest sideline of Hollis Road (50 feet wide); thence from the said beginning point and extending along the said sideline of Fisher Road, aforesaid the following two (2) courses: (1) North 52° 22' 00" West, 256.46 feet to a point of curvature, (2) extending along a line curving to the right in a northwesterly direction having a radius of 975.00 feet for an arc distance of 64.47 feet to a point in the southeast line of lands of Charles R. Bustard, Jr.; thence extending along the said Bustard lands and in and across the bed of Fisher Road, North 56° 07' 01" East, 26.22 feet to a point in the title line of Fisher Road, aforesaid; thence extending along the said title line, South 52° 57' 33" East, 691.68 feet to a point; thence leaving the bed of Fisher Road, aforesaid and extending along the northwest line of lands of Albert and Chery I. Rossi, South 37° 25' 16" West, 34.15 feet to a point on the southwest sideline of Fisher Road, aforesaid; thence extending along the said sideline and crossing over the northeasterly most terminus of Hollis Road, aforesaid, North 52° 22' 00" West, 379.19 feet to the point of beginning.

EXHIBIT "C"

BUSTARD ROAD



Stout, Tacconelli & Associates, Inc.

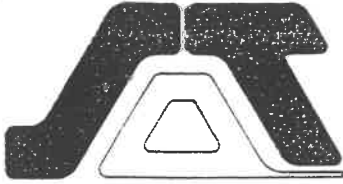
1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

December 6, 1995
Revised 5, 1996

**DEED OF DEDICATION
(BUSTARD ROAD, S.R. 1002)
HOLLIS ESTATES
PROJECT #1837**

ALL THAT CERTAIN tract or strip of ground situate in Worcester Township, Montgomery County, Pennsylvania, being shown as a portion of Bustard Road, S.R. 1002 on a record plan prepared for Michael Clement by Momenee-King Associates, dated February 15, 1988 as last revised December 4, 1996, being more fully described as follows:

BEGINNING at a point on the southeast sideline of Bustard Road (S.R. 1002) (46.5 feet wide) as widened to 30 feet along the southeast side thereof said point also being a corner in the line dividing the lands of Lot #3 and the lands of Philadelphia Electric Company; thence from the said beginning point and extending along the said sideline of Bustard Road, South 36° 53' 08" West, 622.01 feet to a point in the northeast line of lands of Alde P. and Sarah Hendricks; thence extending along the said Hendricks lands and in and through the bed of Bustard Road, aforesaid North 53° 13' 05" West, 13.50 feet to a point in the title line of Bustard Road, aforesaid; thence extending along the said title line, North 36° 53' 08" East, 616.82 feet to a point in the southwest line of lands of Philadelphia Electric Company, aforesaid; thence extending along the said Electric Company lands, South 74° 12' 50" East, 14.47 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneystown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

December 5, 1995
Revised December 5, 1996

**DEED OF DEDICATION
(BUSTARD ROAD, S.R. 1002)
HOLLIS ESTATES
PROJECT #1837**

ALL THAT CERTAIN tract or strip of ground situate in Worcester Township, Montgomery County, Pennsylvania, being shown as a portion of Bustard Road, S.R. 1002 on a record plan prepared for Michael Clement by Momenee-King Associates, dated February 15, 1988 as last revised December 4, 1996 being more fully described as follows:

BEGINNING at a point on the southeast sideline of Bustard Road, S.R. 1002 (46.5 feet wide) as widened to 30 feet along the southeast side thereof said point also being the northeasterly most end of a 20 foot radial corner formed by the intersection of the said sideline of Bustard Road and the northeast sideline of Hollis Road (50 feet wide); thence from the said beginning point and extending along the said sideline of Bustard Road and crossing over the northwesterly most terminus of Hollis Road, aforesaid, South $36^{\circ} 53' 08''$ West, 82.76 feet to a point in the northeast line of lands of the Philadelphia Electric Company; thence extending along the said Electric Company lands and in and through the bed of Bustard Road, aforesaid, North $74^{\circ} 12' 50''$ West, 14.47 feet to a point in the title line of Bustard Road, aforesaid; thence extending along the said title line the following six (6) courses: (1) North $36^{\circ} 53' 08''$ East, 668.94 feet to an angle point, (2) North $53^{\circ} 06' 53''$ West, 15.95 feet to a point of curvature, (3) extending along a line curving to the left in a northeasterly direction having a radius of 720.00 feet for an arc distance of 383.72 feet to a point of tangency, (4) North $01^{\circ} 34' 14''$ East, 132.22 feet to a point of curvature, (5)

extending along a line curving to the right in a northeasterly direction having a radius of 441.68 feet for an arc distance of 275.53 feet to a point of tangency, (6) North 37° 18' 44" East, 181.67 feet to a point in the southwest line of lands of Clarence W. and Jean W. Boster; thence leaving the bed of Bustard Road and extending along the said Boster lands, South 46° 41' 28" East, 30.16 feet to a point on the southeast sideline of Bustard Road, aforesaid; thence extending along the said sideline the following five (5) courses: (1) South 37° 18' 44" West, 57.00 feet to a point of curvature, (2) extending along a line curving to the left in a southeasterly direction having a radius of 670.00 feet for an arc distance of 400.07 feet to a point of tangency, (3) South 03° 06' 00" West, 104.15 feet to a point of curvature, (4) extending along a line curving to the right in a southwesterly direction having a radius of 555.00 feet for an arc distance of 327.27 feet to a point of tangency, (5) South 36° 53' 08" West, 528.02 feet to the point of beginning.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-20

THE ASHER PROPERTY

FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, LANCE ASHER and CINDY JEAN ASHER, husband and wife (**Developer**) are the owners and developers of a certain tract of land consisting of 2.104 acres located on the west side of Park Avenue, south of Germantown Pike, situate in Worcester Township (the **Property**), which is more particularly shown on plans prepared by Czop/Specter, Inc., being plans consisting of nine (9) sheets dated January 20, 1998, with last revision dates as indicated on Exhibit "A" attached hereto (the **Plans**), setting forth the proposed development of the Property into a car wash (**Development**); and

WHEREAS, the Plans described above are being incorporated into this Final Approval by reference; and

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

WHEREAS, the Developer desires to obtain Final Land Development approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

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

1. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the property owner, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the

appropriate property owner) in the event that the maintenance responsibilities of the property owners are not fulfilled after reasonable notice to do so.

2. Prior to the Township's execution of the Plans, Developer agrees to Execute a Land Development Escrow Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.
3. The Development shall be constructed in strict accordance with the Content of this Resolution, the Plans, the terms and conditions of the Preliminary Approval Resolution dated July 15, 1998, and the terms and conditions of the above-described Land Development and Escrow Agreement, the entire contents of which are incorporated herein by reference.
4. The cost of accomplishing, satisfying and meeting all of the terms and Conditions and requirements of the Resolution, the Plans and Notes to the Plans, Preliminary Approval Resolution and Land Development and Escrow Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.
5. Developer shall provide the Township Manager and the Township Engineer with at least 72 hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

6. 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 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 subdivision approval shall expire and be deemed to have been revoked.
7. Under the provisions of the Pennsylvania Municipalities Planning Code, The Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. 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.
8. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code, it shall be the responsibility of the Developer to deliver fully and properly executed Record Plans (3 paper and 2 linens) to the Township in sufficient time that such Plans may be recorded at the Montgomery County Recorder of Deeds Office within ninety (90) days from the date of final approval. Failure to deliver such properly executed Plans to the Township within this time frame shall render the approval of the Plans null and void.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on September 23, 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

EXHIBIT "A"

LAST REVISION PLAN DATES

SHEET NO. 1	7/31/98
SHEET NO. 2	7/31/98
SHEET NO. 3	7/1/98
SHEET NO. 4	7/1/98
SHEET NO. 5	6/17/98
SHEET NO. 6	7/31/98
SHEET NO. 7	7/29/98
SHEET NO. 8	7/1/98
SHEET NO. 9	7/1/98

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 98-21**

MUNICIPAL TREE PLANTING PROGRAM GRANT

WHEREAS, the official Open Space Plan of Worcester Township ("Township") specifically identifies a portion of the property known as The Heebner Park, a newly established community park totaling 45.4 acres and located adjacent to the Worcester Township Administrative Office; and


WHEREAS, the Board of Supervisors of Worcester Township has moved closer to its goal of creating a continuous corridor of permanently preserved public open space along the Zacharias Creek riparian corridor; and

WHEREAS, the Board of Supervisors of Worcester Township and the Shade Tree Commission recommend the use of grant funds to plant this priority park;

NOW, THEREFORE, BE IS RESOLVED, that the Worcester Township Board of Supervisors makes application to the Montgomery County Open Space Board, Municipal Tree Planting Grant Program, for a grant in the amount of \$34,701.00 with local cash funds totaling \$1,499.00 to plant trees in Heebner Park as more fully described on Exhibit "A" attached hereto.

APPROVED this 27th day of October, by the Worcester Township Board of Supervisors .

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, CHAIRMAN
BOARD OF SUPERVISORS

Attest: 
CHASE E. KNEELAND, SECRETARY

APPLICATION FORM

MUNICIPAL TREE PLANTING PROGRAM

Identification of Applicant and Contact Person:

MUNICIPALITY: WORCESTER TOWNSHIP

PROJECT NAME: HEEBNER PARK

NAME OF CHIEF ELECTED OFFICIAL: JOHN H. GRAHAM TITLE: CHAIRMAN, BOARD OF SUPERVISORS

SIGNATURE OF CHIEF ELECTED OFFICIAL: *John H. Graham* DATE SIGNED: 10-27-98

NAME OF CONTACT PERSON: CHARLES A. SARDO TITLE: MANAGER

MAILING ADDRESS: 1721 VALLEY FORGE ROAD, PO BOX 767, WORCESTER, PA 19490

TELEPHONE NUMBER: 610-584-1410

TYPE OF APPLICATION : MUNICIPAL JOINT MUNICIPAL

IF A JOINT APPLICATION, PLEASE PROVIDE NAME OF MUNICIPALITY(IES), CONTACT PERSON, AND ADDRESS.

Grant Request Information:

1. What is the Estimated Eligible Project Cost for the Tree Planting Project? \$ 36,200.00
2. What is the basis of the Estimated Eligible Project Cost? see attached Cost Estimates
3. What is the amount of the Grant Req (See Page 4 of the Program Guideline Manual) \$ 34,701.00
4. Below, outline the proposed method of financing the cost of the Tree Planting Project.

FUNDING	AMOUNT	SOURCE OF FUNDS
A. County Funds Requested	\$34,701.00	Municipal Tree Grant Program
B. Local Funds Cash	1,499.00	
Local Funds Inkind Services		
C. Private Funds		
D. State Funds		
E. Federal Funds		
F. TOTAL PROJECT COST:		

5. Attach a map showing the location of the project. **See attached maps/plans.**
6. Attach a project description which includes: **See attached narrative.**
 - a. number and type of trees.
 - b. estimated completion date.
 - c. sketch plan for tree planting.
 - d. maintenance plan after planting
 - e. how the project expands or complements existing open space
7. Attach a description of how the tree planting project benefits the public. **See attached narrative.**
8. Provide proof that municipality has adopted landscaping standards for new development and formed a Shade Tree Commission or equivalent. **See attached Landscape Ordinance.**
9. THE FOLLOWING DOCUMENTATION MUST ALSO BE PROVIDED BY ALL APPLICANTS: (attach additional pages)
 - a. A resolution of authorization for a grant application adopted at a regular public meeting of the local governing body.
 - b. Any additional information that the Open Space Board deems necessary for review of the grant proposal.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98- 22

KOREAN MISSION CHURCH

PRELIMINARY LAND DEVELOPMENT APPROVAL

WHEREAS, KOREAN MISSION CHURCH of Broomall, Pennsylvania ("Developer") is the owner and developer of a certain tract of land consisting of 38.13 acres located on Morris Road and Wentz Church Road in Worcester Township ("Township") which is proposed to be developed into a church and parking lot ("Development"), which is more particularly shown on Plans prepared by Robert E. Blue Consulting Engineers consisting of 10 sheets bearing a Plan origination date of June 4, 1998, and a last revision date of October 20, 1998 (the "Plans"); and

WHEREAS, Developer desires to obtain Preliminary Land Development Approval from Worcester Township (the "Township") consistent with the Plans and also with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW THEREFORE, BE IT RESOLVED, that the Township hereby grants Preliminary Approval of the Development as shown on the Plans, subject, however, to the following conditions:

1. Developer shall obtain and deliver to Township (prior to Final Approval) all appropriate permits and approvals required for the development of the Property from the

Pennsylvania Department of Environmental Protection, the Army Corps of Engineers, the Montgomery County Soil Conservation Service, the North Penn Water Authority, the Upper Gwynedd Township Sewer Authority and any other agency or body having jurisdiction over this Development.

2. At or before the Final Land Development Approval, Developer shall provide Township with detailed metes-and-bounds descriptions of applicable utility easements being reserved over any of the lots of the Development. In addition, Developer shall provide Township with true and correct copies of any utility easement, including stormwater, over adjacent properties which easements may be necessary for the Development to be adequately served with such utilities. All such easements shall be in recordable form and shall, in fact, be recorded no later than the date on which the Final Land Development Plat is recorded.

3. Prior to Final Land Development Approval, Developer shall execute a Land Development and Escrow Agreement with the Township in which Developer shall obligate itself to complete all of the public improvements shown on the Plan 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.

4. Prior to final subdivision approval, the Township will determine whether or not to grant the Developer's request for a waiver of road widening and other improvements along Morris Road.

5. Prior to final subdivision approval, the developer's engineer must submit and itemization of the improvement costs to the Township Engineer for approval.

6. Although the maintenance of all detention basins and surface storm water drainage facilities and easements shall be the responsibility of the property owner on whose property said facilities and easements are located, Developer shall, prior to final subdivision approval, reserve easements in favor of the Township (on an easement form to be provided by the Township Solicitor) so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of those property owners are not fulfilled after reasonable notice from the Township to do so.

7. No waivers from any applicable provisions of the Worcester Township and Land Development Approval Ordinance or Zoning Ordinance are intended to be granted by virtue of this approval unless such waiver requests are specifically set forth on the Plans themselves or in a letter received and approved by the Board of Supervisors. Any proposed design or construction on these Plans which would otherwise require a waiver by the Board of Supervisors and which has not been specifically requested and granted by the Board of Supervisors prior to this date, must be addressed to the discretion of the Board of Supervisors prior to final Plan approval.

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 an approval. In the absence of an appeal or a Notice of Rejection of Conditions 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 November 18 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-23

**JAMES THOMPSON
DAVID THOMPSON**

MINOR SUBDIVISION PLAN

PRELIMINARY/FINAL SUBDIVISION APPROVAL

WHEREAS, JAMES THOMPSON is the owner of Lot No. 1 on a Plan prepared by Czop/Spector, Inc., for Hamilton and Arlene Thompson which consists of one sheet and which is dated September 11, 1998. The lot is otherwise known as 1226 Hollow Road located in Worcester Township. This lot consists of 11.995 acres and it contains a residential building; and

WHEREAS, DAVID THOMPSON (collectively known as "**Developer**" along with James Thompson) is the owner of Lot No. 2 on said Plan, which consists of 9.29 acres and which is currently vacant land. The purpose of this Subdivision Plan is to subdivide a small portion of Lot No. 1 to be added to and be merged with Lot No. 2. Lot No. 1 will, after the lot line change, become 11.897 acres and Lot No. 2 will become 10.018 acres; and

WHEREAS, the Plan described above is being incorporated into this Final Approval by reference; and

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

WHEREAS, the Developer desires to obtain Final Subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

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

1. The Development shall be constructed in strict accordance with the content of the Plans, the terms and conditions of this Approval Resolution.

2. 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 applicant. 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.

3. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code, it shall be the responsibility of the Developer to deliver fully and properly executed record Plan (3 paper and 2 linens) 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 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.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held
on November 18, 1998 .

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: *Chase E. Kneeland*
CHASE E. KNEELAND, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98- 24

"SUNNY BROOK ESTATES"

FINAL SUBDIVISION APPROVAL

WHEREAS, Sunny Brook Estates L.L.C. ("Owner") and Sunny Brook Developers, Inc. ("Developer") (hereinafter referred to collectively as "Owner/Developer") are the owner and developer of a certain tract of land situate in Worcester Township known as The Sunny Brook Estates (the "**Development**"), which is more particularly shown on plans prepared by Woodrow & Associates, being dated May 30, 1996, consisting of 62 sheets, with last revision dates being as indicated on Exhibit "A" attached hereto, which plans cover a total tract area of approximately 126.37 acres located on the west side of North Wales Road, north of Skippack Pike (the "**Plans**"), and which Plans set forth the proposed development of the tract into 184 single family detached lots with associated open space, roads, trails and utilities in accordance with those Plans (a complete schedule of the Subdivision Record Plan and all supporting Plans is attached hereto as Exhibit "A" and expressly made a part hereof); and

WHEREAS, the Plans described in Exhibit "A" attached hereto are being incorporated into this Final Approval by reference; and

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

WHEREAS, the Developer desires to obtain Final Subdivision approval of Phase I of the Development as shown on 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 Phase I of the Development as shown on the Plans described on Exhibit "A" attached hereto, subject, however, to the following conditions:

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

2. Prior to the Township's execution of the Plans, Developer agrees to execute a Subdivision and Escrow Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

3. The Development shall be constructed in strict accordance with the content of the Plans, the terms and conditions of the Preliminary Approval Resolution 97-3 dated April 16, 1997, and the terms and conditions of the above described Subdivision and Escrow Agreement, the entire contents of which are incorporated herein by reference.

4. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, Preliminary Approval Resolution and Subdivision and Escrow Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

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

6. 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 Subdivision 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 subdivision approval shall expire and be deemed to have been revoked.

7. 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 applicant. 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.

8. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code, it shall be the responsibility of the Developer to deliver fully and properly executed record Plan (3 paper and 2 linens) 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 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.

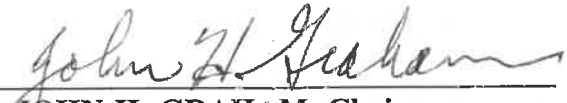
9. Since it is the Developer's intention to construct the Development in phases and to post the "financial security" required by the Municipalities Planning Code in Phases as well, this approval is limited (for the purpose of obtaining building permits) to those lots located within Phase I as shown on the Plans attached hereto as Exhibit "A". Until such time as a Subdivision and Escrow Agreement is fully executed with regard to any other phase of the Development and the necessary financial security is posted in accordance with the terms of that Agreement and the Municipalities Planning Code, no building permit shall be available for the construction of homes on any lots other than those in Phase I of the Development.

10. Prior to the recording of the Plans, all issues related to the terms and conditions of the proposed "Dam Maintenance Agreement" (specifically including those issues raised in the letter from the Township Solicitor to the Township Manager dated November 16, 1998) shall be resolved to the satisfaction of the Township. In addition, prior to the recording of the Plans (and before the issuance of any building permits), that proposed Dam Maintenance Agreement shall have been fully executed by all the parties to the "Agreement" and shall be

publicly recorded simultaneously with the Plans in the Office for the Recording of Deeds,
Norristown, Montgomery County, Pennsylvania.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held
on November 18, 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

EXHIBIT "A"

CKS Engineers, Inc.

Ref: #7263

SUNNYBROOK ESTATES PLAN SHEET INDEX		
SHEET NO.	SHEET TITLE	LATEST REVISION DATE
1 of 62	Cover Sheet	08/14/98
2 of 62	Subdivision Plan Section - A	08/14/98
3 of 62	Subdivision Plan Section - B	04/15/98
4 of 62	Subdivision Plan Section - C	04/15/98
5 of 62	Subdivision Plan Section - D	04/15/98
6 of 62	Subdivision Plan Section - E	04/15/98
7 of 62	Existing Features Plan	04/15/98
8 of 62	Grading & Drainage Plan Section - A	04/15/98
9 of 62	Grading & Drainage Plan Section - B	04/15/98
10 of 62	Grading & Drainage Plan Section - C	04/15/98
11 of 62	Grading & Drainage Plan Section - D	04/15/98
12 of 62	Grading & Drainage Plan Section - E	04/15/98
13 of 62	Utility Plan Section - A	08/14/98
14 of 62	Utility Plan Section - B	04/15/98
15 of 62	Utility Plan Section - C	04/15/98
16 of 62	Utility Plan Section - D	04/15/98
17 of 62	Utility Plan Section - E	04/15/98
18 of 62	Utility Structure Schedule	04/15/98
BULK EARTHMOVING/ROADWAY CONSTRUCTION		
19 of 62	Erosion & Sedimentation Control Plan Section - A	04/15/98
20 of 62	Erosion & Sedimentation Control Plan Section - B	04/15/98
21 of 62	Erosion & Sedimentation Control Plan Section - C	04/15/98
22 of 62	Erosion & Sedimentation Control Plan Section - D	04/15/98
23 of 62	Erosion & Sedimentation Control Plan Section - E	04/15/98

CKS Engineers, Inc.

Ref: #7263

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SUNNYBROOK ESTATES PLAN SHEET INDEX		
SHEET NO.	SHEET TITLE	LATEST REVISION DATE
LOT DEVELOPMENT/FINAL GRADING		
24 of 62	Erosion & Sedimentation Control Plan Section - A	04/15/98
25 of 62	Erosion & Sedimentation Control Plan Section - B	04/15/98
26 of 62	Erosion & Sedimentation Control Plan Section - C	04/15/98
27 of 62	Erosion & Sedimentation Control Plan Section - D	04/15/98
28 of 62	Erosion & Sedimentation Control Plan Section - E	04/15/98
29 of 62	Erosion & Sedimentation Control Specifications	04/15/98
30 of 62	Landscape Plan Section - A	04/15/98
31 of 62	Landscape Plan Section - B	04/15/98
32 of 62	Landscape Plan Section - C	04/15/98
33 of 62	Landscape Plan Section - D	04/15/98
34 of 62	Landscape Plan Section - E	04/15/98
35 of 62	Landscape Details & Specifications	08/14/98
36 of 62	Plan & Profile - Crestline Drive	04/15/98
37 of 62	Plan & Profile - Crestline Drive	04/15/98
38 of 62	Plan & Profile - Crestline Drive	04/15/98
39 of 62	Plan & Profile - Crestline Drive	04/15/98
40 of 62	Plan & Profile - Hillside Circle & Stony Creek Road	04/15/98
41 of 62	Plan & Profile - Long Meadow Road	04/15/98
42 of 62	Plan & Profile - Long Meadow Road	04/15/98
43 of 62	Plan & Profile - Stony Creek Road	04/15/98
44 of 62	Plan & Profile - Pheasant Run	04/15/98
45 of 62	Plan & Profile - Stony Creek Road & Preble Circle	04/15/98
46 of 62	Plan & Profile - North Wales Road	04/15/98
47 of 62	Plan & Profile - North Wales Road	04/15/98
48 of 62	Intersection Detail Plan	04/15/98

CKS Engineers, Inc.

Ref: #7263

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SUNNYBROOK ESTATES PLAN SHEET INDEX		
SHEET NO.	SHEET TITLE	LATEST REVISION DATE
49 of 62	Penn-Dot Permit Plans	02/03/98
50 of 62	Penn-Dot Permit Plans	04/15/98
51 of 62	Penn-Dot Permit Plans	04/15/98
52 of 62	Plan & Profile: Cross Lot Storm Sewer	04/15/98
53 of 62	Plan & Profile: Cross Lot Storm Sewer	04/15/98
54 of 62	Plan & Profile: Cross Lot Storm Sewer	04/15/98
55 of 62	Plan & Profile: Cross Lot Storm Sewer	04/15/98
56 of 62	Plan & Profile: Cross Lot Storm & Sanitary Sewer	08/14/98
57 of 62	Plan & Profile: Sanitary Force Main	04/15/98
58 of 62	Plan & Profile: Sanitary Force Main	04/15/98
59 of 62	Construction Details	04/15/98
60 of 62	Construction Details	10/02/98
61 of 62	Construction Details	10/02/98
62 of 62	Construction Details	10/02/98
1 of 1	Plan of Survey	02/03/98

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

**RESOLUTION NO. 98-25
TAX LEVY RESOLUTION**

A RESOLUTION OF THE TOWNSHIP OF WORCESTER, County of Montgomery, Commonwealth of Pennsylvania, fixing the tax rate for the year 1999.

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

That a tax be and the same is hereby levied on all real property within the Township of Worcester subject to taxation for the fiscal year 1999, as follows:

Tax rate for general purposes, the sum of	.05 mill on each dollar of market valuation
or the sum of	.005 cent on each one hundred dollars of
market valuation.	

The same being summarized in tabular form as follows:

	Mills on Each Dollar of Market Valuation	Cents on Each One Hundred Dollars of Market Valuation
Tax Rate for General Purposes	.05 Mill	.005 Cent
TOTAL	.05 Mill	.005 Cent

That any resolution, or part of resolution, conflicting with this resolution be and the same is hereby repealed insofar as the same affects this resolution.
Adopted the 16th day of December, A.D. 1998.

WORCESTER TOWNSHIP

By:


**JOHN H. GRAHAM, Chairman
Board of Supervisors**

Attest:


CHASE E. KNEELAND, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-26

**FUNDS TRANSFERS AGREEMENT
UNION NATIONAL BANK & TRUST COMPANY OF SOUDERTON**

WHEREAS, the Board of Supervisors of the Township of Worcester desires to enter into a Funds Transfers Agreement with the Union National Bank and Trust Company of Souderton.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Worcester Township is authorized to execute a Funds Transfers Agreement with the Union National Bank and Trust Company of Souderton;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board appoints certain individuals to make Funds Transfers as defined in the Agreement entered into between the Township and Union National Bank and Trust Company of Souderton.

APPROVED this 16th day of December 1998, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By:


JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest:


CHASE E. KNEELAND,
Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

**RESOLUTION NO. 98-27
TAX HEARING OFFICER**

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including Worcester Township, Montgomery County, to levy, assess and collect certain local taxes on taxpayers, for general revenue producing measures; and

WHEREAS, Worcester Township, by Resolution has provided for the collection of earned income and per capita taxes; and

WHEREAS, Section 10 of said Act of 1965, specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, Worcester Township has appointed Berkheimer Associates to collect the aforementioned taxes levied by it; and

WHEREAS, Act 50 of the 1998 General Assembly of the Commonwealth of Pennsylvania, enacted May 5, 1998, and effective, in part, January 1, 1999, known as the "Local Taxpayers Bill of Rights", requires political subdivisions levying, collecting and assessing taxes of the nature and kind aforementioned to establish an administrative process to receive and make determinations on petitions from taxpayers relating to the assessment, determination or refund of such tax, including without limitation, the appointment of a Tax Hearing Officer by a political subdivision to hear and decide such an appeal; and

WHEREAS, under Section 8432 of such Act of 1998, a political subdivision shall adopt regulations governing practice and procedure under the Local Taxpayers Bill of Rights;

NOW, THEREFORE, BE IT RESOLVED that Worcester Township,
Montgomery County, hereby appoints Berkheimer Associates as its Tax Hearing Officer.

Approved this 16th day of December, 1998.

**BOARD OF SUPERVISORS OF
WORCESTER TOWNSHIP**

By:


JOHN H. GRAHAM, CHAIRMAN

Attest:


CHASE E. KNEELAND, SECRETARY

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98- 28

AGER TRACT SUBDIVISION

WHEREAS, GWYNEDD GLEN, INC. ("Owner") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises"), which land has been subdivided into fourteen (14) residential building lots and is more particularly bounded and described on a Final Plan of Subdivision prepared by Stout, Tacconelli & Associates, Inc., being dated October 31, 1995, with a last revision date being April 24, 1996; and


WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment, that portion of their property lying between the legal and the ultimate right-of-way line along Morris Road; and

WHEREAS, the Grantee, by accepting and recording this Deed, accepts the parcel of ground, more particularly described in Exhibit "A" which is attached hereto and made a part hereof, as and for a public road, or highway;

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

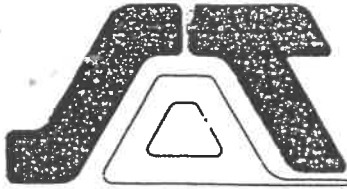
APPROVED this 16th day of December, 1998, by the Board of Supervisors
of Worcester Township.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

EXHIBIT "A"



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kuipsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

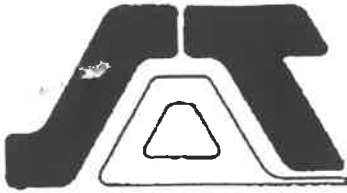
May 13, 1996

**RIGHT OF WAY DEDICATION
ROAD A
AGER TRACT
PROJECT #1813**

ALL THAT CERTAIN tract or strip of ground situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Road A on a Plan of Subdivision prepared for The Ager Tract, by Stout, Tacconelli & Associates, Inc., dated October 31, 1995, as last revised April 24, 1996, and being more fully described as follows:

BEGINNING at a point in the southwest sideline of Morris Road, S.R. 2001, (80 feet wide), said point also being the southeasternmost end of a 20 foot radial corner formed at the intersection of said sideline with the southeast sideline of Road A (50 feet wide); thence, from the said beginning point and extending along a line curving to the left in a southwesterly direction, having a radius of 20.00 feet, for an arc distance of 31.42 feet to a point in the aforesaid southeast sideline of Road A; thence, extending along said sideline the following five (5) courses: (1) South 45° 20' 34" West, 121.35 feet to a point of curvature; (2) by a line curving to the right in a southwesterly direction, having a radius of 175.00 feet, for an arc distance of 70.17 feet to a point of tangency in the northwest line of land of Bethel Grant Condominium; (3) along said Condominium land, South 68° 19' 00" West, 500.58 feet to a point of curvature; (4) by a line curving to the right in a northwesterly direction, having a radius of 175.00 feet, for an arc distance of 261.91 feet to a point of tangency; (5) North 25° 56' 00" West, 88.29 feet to a point of curvature; thence, by a line curving to

EXHIBIT "B"



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

November 4, 1998

**LEGAL DESCRIPTION
AGER TRACT
MORRIS ROAD, S.R. 2001
PROJECT #1813**

ALL THAT CERTAIN tract or parcel of ground situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Morris Road, S.R. 2001 on a Subdivision Plan as part of the Ager Tract, prepared for Gwynedd Glenn, Inc., by Stout, Tacconelli & Associates, Inc., dated October 31, 1995, as last revised October 20, 1997, and being more fully described as follows:

BEGINNING at a point in the title line of Morris Road, S.R. 2001 (80.00 feet wide, as widened to 40.00 feet in the Southwest side thereof), said point being the common property line between land now or formerly of Ronald Hamilton and Gwynedd Glenn, Inc.; thence, extending along said title line, South 45°36'00" East, 297.55 feet to a point, a corner of land now or formerly of Bethel Grant Condominiums; thence, along said land, South 68°19'00" West, 45.88 feet to a point; thence, on and through land of Gwynedd Glenn, Inc., North 44°39'26" West, 280.73 feet to a point in the Southeast line of the aforesaid Hamilton land; thence, along said line, North 47°05'00" East, 37.36 feet to the point of beginning.

CONTAINING 11,481 square feet of land, be the same, more or less.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-29

ASHER CAR WASH

WHEREAS, LANCE and CINDY JEAN ASHER (collectively "Grantor") are the owners of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land is proposed to be developed with a car wash and is more particularly bounded and described on a Final Plan of Subdivision prepared by Czop/Specter, Inc., being dated January 20, 1998, with a last revision date being July 31, 1998; and

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment, that portion of their property lying between the legal and the ultimate right-of-way line along Park Avenue and Germantown Pike; and

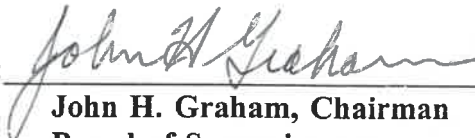
WHEREAS, the Grantee, by accepting and recording this Deed, accepts the parcels of ground, more particularly described in Exhibits "A" and "B" which are attached hereto and made a part hereof, as and for public roads, or highways.

NOW THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors accepts the Deed of Dedication for the described property to have and to hold, forever, as for public roads, or highways, together with the sanitary and storm sewer lines constructed thereunder (if any), and with the same effect as if the said roads had been opened by

a Decree of the Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 16th day of December, 1998, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: 
John H. Graham, Chairman
Board of Supervisors

Attest: 
Chase E. Kneeland, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the ____ day of _____, 1998, before the undersigned officer, personally appeared John H. Graham and Chase E. Kneeland, known to me to be the Chairman and Secretary of the Board of Supervisors of Worcester Township, whose names are subscribed to the within instrument and acknowledged that they 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



CZOP / SPECTER, INC.

Consulting Engineers & Surveyors

1741 VALLEY FORGE ROAD - RTE. 363

P.O. BOX 669

WORCESTER, PA 19490

610-584-0880 - FAX # 610-584-8133

October 1, 1998

Ref. 1451-2

LEGAL DESCRIPTION - Right of way of Park Avenue for Worcester Township acquired from Lance and Cindy Jean Asher.

ALL THAT CERTAIN tract of piece of land, situate in the Township of Worcester, County of Montgomery, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at point on the Ultimate right-of-way of Park Avenue(S.R. 0363) (100 ft wide), said point being on the corner of the lands now or late Worcester & Fitness, Inc. and Lance and Cindy Jean Asher from a concrete monument, Thence from the said point of beginning North 42 degrees 23 minutes 00 seconds East, 209.67 feet to a point, thence South 53 degrees 15 minutes 00 seconds East, 50.24 feet to a point in the centerline of Park Avenues (S.R. 0363), thence along the Ultimate right-of-way line of Park Avenue the following bearings and distances along the centerline of Park Avenue South: (1) South 42 degrees 23 minutes 00 seconds West, 20.10 feet to a point, thence South 42 degrees 23 minutes 36 seconds West, 194.51 feet to a point, thence leaving the bed of Park Avenue North 47 degrees 36 minutes 24 degrees West, 50.00 feet to the place and point of beginning.

CONTAINING - 0.243 Acres

EXHIBIT "A"

**CZOP / SPECTER, INC.***Consulting Engineers & Surveyors*

1741 VALLEY FORGE ROAD - RTE. 363

P.O. BOX 669

WORCESTER, PA 19490

610-584-0880 - FAX # 610-584-8133

October 1, 1998

Ref. 1451-2

LEGAL DESCRIPTION - Right-of-way of Germantown Pike for Worcester Township acquired from Lance and Cindy Jean Asher.

ALL THAT CERTAIN tract of piece of land, situate in the Township of Worcester, County of Montgomery, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at point on the Ultimate right-of-way of Germantown Pike (100 feet wide), said point being on the corner of the lands now or late Louis and Linda Betz and Lance and Cindy Jean Asher, from a concrete monument, Thence from the said point of beginning North 40 degrees 35 minutes 00 seconds East, 50.11 feet to a point in the centerline of Germantown Pike, thence along the centerline of Germantown Pike South 53 degrees 15 minutes 00 seconds East, 100.00 feet to a point, thence leaving the bed of Germantown Pike South 42 degrees 23 minutes 00 seconds West, 50.24 feet to a point along the Ultimate right-of-way of Germantown Pike (100 feet wide), thence along the Ultimate right-of-way line of Germantown Pike (100 feet wide) North 53 degrees 15 minutes 00 degrees West, 98.47 feet to the place and point of beginning.

CONTAINING - 0.114 Acres

EXHIBIT "B"

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 98-30

**"SPRING LAKE SUBDIVISION"
SPARANGO LAND PARTNERSHIP, L.P.**

REVISED FINAL SUBDIVISION APPROVAL

WHEREAS, SPARANGO LAND PARTNERSHIP, L.P. ("Developer") is the owner and developer of a certain tract of land consisting of 56.89 acres located on North Wales Road, South of Morris Road, East of Bethel Road in Worcester Township ("Township") which is proposed to be developed into a residential community to be known as Spring Lake ("Development"), which is more particularly shown on Plans prepared by Woodrow & Associates, Inc. consisting of 21 sheets bearing a Plan origination date of September 26, 1997, with sheet 1 bearing a last revision date of November 2, 1998 and sheets 2 through 21 bearing a last revision date of October 30, 1998 and including a stormwater management report dated November 4, 1998 (the "Plans"), which Plans depict the development of the Property into a residential community of 23 single-family detached lots with associated roads and utilities; and

WHEREAS, the Development previously received final subdivision approval pursuant to Plans dated September 26, 1997 with most of such Plans bearing a last revision date of April 14, 1998; and

WHEREAS, the tract which is the subject of the Development was transferred from the original Developer, Realen Homes, Inc. to the current Developer, Sparango Land Partnership, L.P. and Sparango has requested certain minor modifications to the Plans which have been approved by the Township and reflected on the Plans described and identified in the first paragraph of this Resolution; and

WHEREAS, Developer desires to obtain Revised Final Subdivision Approval from Worcester Township (the "Township") consistent with the Plans and also with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW THEREFORE, BE IT RESOLVED, that the Township hereby grants Final Approval of the Development as shown on the Plans, subject, however, to the following conditions:

1. Developer shall obtain and deliver to Township (prior to Recording of the Plans) all appropriate permits and approvals required for the development of the Property from the Pennsylvania Department of Environmental Protection, the Army Corps of Engineers, the Montgomery County Soil Conservation Service, the North Penn Water Authority, the Upper Gwynedd Township Sewer Authority and any other agency or body having jurisdiction over this Development.

2. Prior to recording of the plans, Developer shall execute a Subdivision and Escrow Agreement with the Township in which Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

3. The Developer agrees that as an alternative solution to providing public sewer to the Spring Lake Subdivision, in the event that the public sewer service is not available in the adjacent Sunny Brooke Estates project, the Developer will construct a temporary pumping station adjacent to the existing gravity line which would connect with the Sunny Brooke Estates project. This public station will convey sewage through a proposed force main on the Spring Lake Property for connection to the existing sewer system in the Hillcrest Meadow subdivision. In conjunction with this approval, the Developer agrees that prior to the recording of the plans they will escrow the amount necessary for the construction of this temporary pumping station and force main.

4. Although the maintenance of all detention basins and surface storm water drainage facilities and easements shall be the responsibility of the property owner on whose property said facilities and easements are located, Developer shall, reserve easements in favor of the Township (on an easement form to be provided by the Township Solicitor) so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of those property owners are not fulfilled after reasonable notice from the Township to do so.

5. A note shall be placed on the record Plans offering all open space areas shown on the Property for dedication to Worcester Township. Worcester Township shall, clarify with the Developer which open space areas it intends to take by virtue of such offer of dedication and which open space areas should remain in the ownership of such Homeowner Association as the Developer creates.

6. 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 an approval. In the absence of an appeal or a Notice of Rejection of Conditions 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.

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

8. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, Preliminary Approval Resolution and Subdivision and Escrow Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.


9. Developer shall provide the Township Manager and the Township Engineer with at least 72 hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of

boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

10. 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 Subdivision 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 subdivision approval shall expire and be deemed to have been revoked.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held December 16, 1998.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

EXHIBIT "A"

CKS Engineers, Inc.

Ref: #7293

TOWNSHIP OF WORCESTER SPRING LAKE SUBDIVISION		
NO.	PROJECT SHEET INDEX	LATEST REVISION DATE
1 of 21	Cover Sheet	01/07/98
2 of 21	Subdivision Plan - South Section	04/14/98
3 of 21	Subdivision Plan - North Section	04/14/98
4 of 21	Existing Features and Demolition Plan	04/14/98
5 of 21	Grading, Drainage & Utility Plan - South Section	04/14/98
5A of 21	Grading, Drainage & Utility Plan - South Section	04/14/98
6 of 21	Grading, Drainage & Utility Plan - North Section	04/14/98
6A of 21	Grading, Drainage & Utility Plan - North Section	04/14/98
7 of 21	Public Improvements Erosion and Sedimentation Control Plan - South Section	04/14/98
8 of 21	Public Improvements Erosion and Sedimentation Control Plan - North Section	04/14/98
9 of 21	On-Lot Erosion and Sedimentation Control Plan - South Section	04/14/98
10 of 21	On-Lot Erosion and Sedimentation Control Plan - North Section	04/14/98
11 of 21	Erosion and Sedimentation Control Notes & Utility Structure Schedules	04/14/98
12 of 21	Landscape and Lighting Plan - South Section	04/14/98
13 of 21	Landscape and Lighting Plan - North Section	04/14/98
14 of 21	Plan and Profile: Road "A," Road "B" and Road "C"	04/14/98
15 of 21	Plan and Profile: North Wales Road (Sta. 32+50 to 48+50)	04/14/98
16 of 21	Plan and Profile: North Wales Road (Sta. 48+50 to 62+50)	04/14/98
17 of 21	Plan and Profile: Cross Lot Utility	04/14/98
18 of 21	Construction Details	02/19/98
19 of 21	Construction Details	02/19/98
20 of 21	Construction Details	02/19/98
21 of 21	Construction Details	02/19/98
1 of 1	Project Drainage Area Boundary Plan	09/26/97