

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-01**

**A RESOLUTION TO AUTHORIZE CERTAIN FIRE DEPARTMENT ACTIVITIES**

**WHEREAS**, the Worcester Township Volunteer Fire Department has requested permission to engage in the following ancillary activities in 2021:

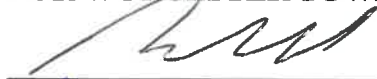
1. Fire Department picnics;
2. the Fire Department's annual 5K race and annual chicken barbecue;
3. the Fire Department Ladies Craft Show, and seasonal Santa visits and tours; and,
4. the provision of traffic control for the Montgomery County annual flu shot program and at community parades.

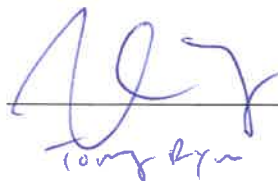
**WHEREAS**, the Board of Supervisors of Worcester Township also grants permission for the Fire Department and Fire Police to assist other Montgomery County Fire Departments and other organizations with traffic control, crowd control, or similar assistance that may be needed at certain events and civic activities. Authorization to provide said support must be approved in advance by the Township Manager, and this approval, when granted, 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 Department to participate in the above activities, in addition to those activities recognized and designated under 73 P.S., 601(a)(1) of the Pennsylvania Worker's Compensation Act; and further, in accordance with this authorization, the Fire Department may only participate in the above-approved ancillary activities through December 31, 2021, after which time the Worcester Township Board of Supervisors will review the ancillary activities.

**BE IT RESOLVED THIS 4<sup>TH</sup> DAY OF JANUARY, 2021.**

**FOR WORCESTER TOWNSHIP**

By:   
\_\_\_\_\_  
Rick DeLello, Chair  
Board of Supervisors

Attest:   
\_\_\_\_\_  
Tony Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-02**

**RESOLUTION TO SET VARIOUS FEES, ESCROWS AND OTHER PAYMENTS  
CHARGED FOR CERTAIN TOWNSHIP SERVICES**

**WHEREAS**, various Township Ordinances and State Law provides for the establishment of fees for certain permits, reviews, inspections and/or other services, and as having said fees listed in a single document is of assistance and convenience to the general public;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** the fees and charges listed in the schedule attached hereto as Exhibit A shall be charged by Worcester Township effective this date, and until such time as so amended by the Board of Supervisors by resolution.

**BE IT RESOLVED THIS 4<sup>TH</sup> DAY OF JANUARY, 2021.**

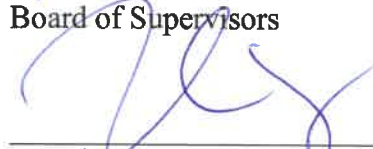
**FOR WORCESTER TOWNSHIP**

By:



Rich DeLello , Chair  
Board of Supervisors

Attest:



Tony Ryan , Secretary

# EXHIBIT A

## Section I - RESIDENTIAL BUILDING PERMITS

<b>new dwellings, per sf</b>	\$	0.35
<b>building additions &amp; renovations, minimum \$50; per sf</b>	\$	0.35
<b>decks 30" or more above grade</b>	\$	105.00
<b>fire suppression or detection systems, standpipes &amp; hose cabinets</b>	\$	120.00
<b>accessory structures 500 sf and greater</b>	\$	75.00
<b>generators, plus electrical permit fee</b>	\$	70.00
<b>windows &amp; doors requiring structural change</b>	\$	75.00
<b>driveway gates, plus electrical permit fee, if applicable</b>	\$	75.00
<b>Use &amp; Occupancy permit, temporary of permanent, new homes only</b>	\$	100.00
<b>miscellaneous construction</b>		by escrow

## Section II - NON-RESIDENTIAL BUILDING PERMITS

<b>new buildings, per sf</b>	\$	0.40
<b>building additions &amp; renovations</b>		
for the first 500 sf of floor area	\$	275.00
for each additional 500 sf of floor area or fraction thereof	\$	200.00
<b>windows &amp; doors requiring structural change; driveway gates</b>	\$	70.00
<b>driveway gates, plus electrical permit fee, if applicable</b>	\$	75.00
<b>fire suppression or detection systems, standpipes &amp; hose cabinets</b>	\$	220.00
<b>generators, plus electrical permit fee</b>	\$	120.00
<b>construction trailers, plus electrical and mechanical permit fee, if applicable</b>	\$	90.00
<b>Use &amp; Occupancy permit, temporary or permanent, new construction only</b>	\$	100.00
<b>Use &amp; Occupancy inspection, tenant change, resale, use change</b>	\$	100.00
<b>miscellaneous construction</b>		by escrow

## Section III - MECHANICAL, ELECTRICAL & PLUMBING PERMITS

<b>mechanical</b>	\$	85.00
<b>gas piping installtion</b>	\$	70.00
<b>electrical</b>	\$	27.50
<b>plumbing</b>		
up to three fixtures	\$	65.00
each additional fixture	\$	20.00
<b>water service</b>	\$	70.00
<b>sewer lateral</b>	\$	90.00
<b>grinder pump</b>	\$	60.00
<b>sewer tapping fee, per EDU</b>	\$	1,900.00

## Section IV - OTHER BUILDING PERMIT & REVIEW FEES

<b>retaining walls 4' or greater in height</b>	\$	85.00
<b>fences 6' or greater in height</b>	\$	30.00
<b>pools, spas &amp; hot tubs</b>		
above-ground	\$	60.00
in-ground	\$	125.00
<b>solar panels</b>	\$	120.00
<b>signs</b>		
requires building inspector and zoning officer reviews	\$	60.00
requires zoning officer review only	\$	30.00
<b>flag poles</b>	\$	25.00
<b>antennas &amp; rays</b>		
cell & radio antennas, 50 feet and greater in height	\$	465.00
small wireless facility antenna/array, up to 5 antenna/arrays	\$	500.00
small wireless facility antenna/array, each additional array	\$	100.00
small wireless facility pole	\$	1,000.00
small wireless facility right-of-way use fee, per facility, per year	\$	270.00
<b>demolition permit</b>		
per building demolished or load bearing walls	\$	150.00
interior alteration that does not include load-bearing walls	\$	85.00
accessory structure 1,001 sf or greater	\$	90.00
accessory structure up to 1,000 sf		no fee

## Section IV - OTHER BUILDING PERMIT & REVIEW FEES (continued)

<b>below-ground tank, installation or removal, non-propane</b>	\$	55.00
<b>plan review fees</b>		
building plan	\$	135.00
accessibility plans	\$	70.00
mechanical plans	\$	70.00
fire plans	\$	55.00
plumbing plans	\$	70.00
<b>stucco repair</b>	\$	55.00

## Section V - ZONING PERMITS

<b>retaining walls up to 4' in height</b>	\$	30.00
<b>fences up to 6' in height</b>	\$	30.00
<b>driveway permit</b>	\$	30.00
<b>decks up to 30" above grade and patios</b>	\$	30.00
<b>moving or relocating existing accessory structures</b>	\$	30.00
<b>general zoning permit</b>	\$	30.00
<b>solicitation permit, per individual soliciting</b>	\$	25.00
<b>yard sale, per two event days</b>	\$	10.00
<b>grading &amp; excavation permit</b>		
up to three inspections	\$	300.00
each additional inspection	\$	100.00
<b>stormwater management escrow, 7,500 sf and greater</b>	\$	1,000.00

## Section VI - PERMIT & INSPECTION PENALTIES

<b>failure to provide 24 hours notice to cancel inspection cancellation</b>	\$	50.00
<b>not ready for inspection, per occurrence</b>	\$	80.00
<b>failure to correct deficiencies found after two inspections, per occurrence</b>	\$	80.00
<b>penalty fee for failure to obtain a permit, in addition to permit fee</b>		2x permit fee

## Section VII - ZONING HEARING BOARD & UCC APPEAL BOARD FEES

<b>application fee, includes appeals of Zoning Officer determination</b>	\$	700.00
<b>fee to continue Zoning Hearing Board or UCC Board of Appeals hearing</b>	\$	310.00
<b>fee to postpone Zoning Hearing Board or UCC Board of Appeals hearing</b>	\$	340.00
<b>transcript copy</b>		actual
<b>Zoning Officer determination letter</b>	\$	90.00

## Section VIII - BOARD OF SUPERVISOR FEES

<b>application for Conditional Use hearing</b>		
applicaton fee	\$	950.00
fee to continue Conditional Use hearing	\$	175.00
fee to postpone Conditional Use hearing	\$	225.00
<b>application to amend the Zoning Map</b>		
applicaton fee	\$	1,150.00
fee to continue Zoning Map amendment hearing	\$	375.00
fee to postpone Zoning Map amendment hearing	\$	425.00
Zoning Map amendment escrow	\$	1,500.00
<b>application to amend the Zoning Ordinance</b>		
applicaton fee	\$	950.00
fee to continue Zoning Ordinance amendment hearing	\$	175.00
fee to postpone Zoning Ordinance amendment hearing	\$	225.00
Zoning Ordinance amendment escrow	\$	2,000.00
<b>validity challenge to the Zoning Ordinance or Zoning Map</b>		
applicaton fee	\$	1,200.00
fee to continue challenge hearing	\$	175.00
fee to postpone challenge hearing	\$	225.00

## Section IX - SUBDIVISION & LAND DEVELOPMENT FEES

<b>Subdivision &amp; Land Development, Sketch Plan</b>		
application fee	\$	200.00
escrow	\$	1,000.00
<b>Subdivision, Residential, 1 to 3 lots</b>		
application fee	\$	750.00
escrow	\$	5,000.00

## Section IX - SUBDIVISION & LAND DEVELOPMENT FEES (continued)

<b>Subdivision, Residential, 4 or more lots</b>	
base application fee	\$ 700.00
additional dwelling unit fee, <i>per unit, beginning with the 4th lot or unit</i>	\$ 140.00
escrow for plans with 4 to 20 lots/units	\$ 10,000.00
escrow for plans with 21 to 50 lots/units	\$ 15,000.00
escrow for plans with 51 or more lots/units	\$ 20,000.00
<b>Land Development, Non-residential</b>	
application fee	\$ 975.00
escrow	\$ 15,000.00
<b>Transferable Development Rights</b>	
application fee	\$ 475.00
escrow	\$ 2,500.00
<b>Escrow Releases</b>	\$ 110.00
<b>Act 209 Traffic Impact Fee</b>	
North Transportation Service Area, per peak PM trip	\$ 3,977.00
South Transportation Service Area, per peak PM trip	\$ 3,125.00

## Section X - HIGHWAY & ROAD FEES

highway/road occupancy permit	\$ 55.00
highway/road inspection fees	by escrow

## Section XI - SEWER RENTAL FEES & CERTIFICATIONS

<b>sewer rental fee</b>	
quarterly fee, residential	\$ 133.37
quarterly fee, commercial, per 1,000 gallons	\$ 8.70
<b>sewer certification</b>	
certified letter fee	\$ 25.00
property posting	\$ 20.00
water shut off & turn on	\$ 35.00
return check fee	\$ 30.00
	actual

## Section XII - FIRE ALARM FEES

<b>fire alarm system registration fee</b>		no fee
<b>false alarm penalty</b>		
failure to register	\$	50.00
first and second offenses per year		no fine
third offense per year	\$	100.00
fourth offense per year	\$	200.00
fifth and subsequent offenses per year	\$	300.00

## Section XIII - PARK RENTAL FEES

<b>Community Hall rental fee</b>		
per event, <i>Township resident, Township business/organization use only</i>	\$	50.00
security deposits, <i>by separate check, must be submitted with application</i>	\$	100.00
<b>pavilion rental fee, <i>Township resident, Township business/organization</i></b>		
up to 25 individuals	\$	25.00
26-50 individuals	\$	50.00
51-75 individuals	\$	75.00
76-100 individuals, <i>maximum 100 persons per event</i>	\$	100.00
security deposits, <i>by separate check, must be submitted with application</i>		2X rental fee
<b>pavilion rental fee, <i>non-Township resident, Non-Township business/organization</i></b>		
up to 25 individuals	\$	50.00
26-50 individuals	\$	100.00
51-75 individuals	\$	150.00
76-100 individuals, <i>maximum 100 persons per event</i>	\$	200.00
security deposits, <i>by separate check, must be submitted with application</i>		2X rental fee
<b>field rental fee, single use, <i>Township resident, Township business/organization</i></b>		
up to four hours	\$	25.00
each additional hour	\$	5.00
<b>field rental fee, single use, <i>non-Township resident, Non-Township business/organization</i></b>		
up to four hours	\$	50.00
each additional hour	\$	5.00
<b>field rental fee, Spring season use (March 1 to July 31)</b>		
one to two days per week, per field	\$	275.00
three to four days per week, per field	\$	385.00
five to seven days per week, per field	\$	550.00
discount for minimum 65% Worcester resident participants		50%
discount for minimum 90% youth participants		25%
<i>discounts may be combined</i>		



## Section XIII - PARK RENTAL FEES (continued)

<b>field rental fee, Fall season use (August 1 to November 30)</b>	
one to two days per week, per field	\$ 225.00
three to four days per week, per field	\$ 315.00
five to seven days per week, per field	\$ 450.00
discount for minimum 65% Worcester resident participants	50%
discount for minimum 90% youth participants	25%
<i>discounts may be combined</i>	

## Section XIV - TAX COLLECTOR FEES

tax certification	\$ 30.00
duplication of tax bill	\$ 5.00
insufficient funds <i>(does not include bank fees)</i>	\$ 5.00

## Section XV - OTHER FEES AND CHARGES

<b>credit card convenience charge, varies by credit card company</b>	actual
<b>Township-authorized services by Township consultants, hourly fee</b>	actual
<b>Township-authorized services by Township consultants, reimbursables</b>	actual
<b>UCC building permit fee, per building permit</b>	\$ 4.50
<b>mileage reimbursement</b>	IRS rate
<b>miscellaneous charges, postage, toll calls, delivery fees, out-of-office copy fees, etc.</b>	actual

## NOTES:

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1 - Floor area. Floor Area is measured from outside wall to outside wall.

2 - New Residential SF Calculation. For new residential construction and additions to existing residential units, square footage shall include living spaces on all floors, basements, attached garages & attics over six feet in height; excludes crawl spaces.

3 - Total Cost Calculation. The total cost of all the construction portions of a project is generally based upon the sum of the construction contract(s) and other direct construction costs; this does not include the compensation paid to the engineer, architect and consultants or the cost of the land. The Township has the final determination in accepting the submitted cost of construction as provided on the permit application and may at its discretion require evidence to support said proposed cost of construction.

4 - Township Organization Status. For an organization to qualify as a Township-based organization, at least 65% of participants must reside in Worcester Township. Documentation that verifies participant residency must be furnished to the Township, and the Township has sole discretion in determining if the residency has been met.

5 - Past Due Invoices. Invoices that are past due by more than thirty (30) days are subject to interest rate charges as provided by law. Charges for services that involve a late fee as stated in this resolution are not subject to charges for interest.

6 - Omissions and Errors. The failure to list, in this Resolution, a fee that is properly listed elsewhere shall not obviate the responsibility to pay that fee.

7 - "by escrow agreement". Permits for miscellaneous construction and highway/road inspections will be paid with funds posted in escrow. From this escrow the Township will deduct actual costs incurred.

8 - False fire alarm fines may be reduced or waived by the Fire Marshal if the Fire Marshal determines, in his or her sole discretion, the tenant or property owner is making a good faith effort to address and correct the problem.

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-03**

**A RESOLUTION TO APPOINT THE TOWNSHIP AUDITOR**


**WHEREAS**, Worcester Township may and does utilize an appointed auditor, as permitted by the Second Class Township Code;

**NOW, THEREFORE**, the Board of Supervisors appoints Bee, Bergvall & Co. to fulfill the duties of this position, relative to the Township accounts for Fiscal Year 2020, as per Section 917 of the Second Class Township Code.

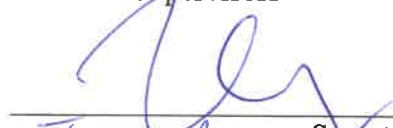
**RESOLVED THIS 4<sup>TH</sup> DAY OF JANUARY, 2021.**

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Rich DeBello, Chair  
Board of Supervisors

Attest:

  
\_\_\_\_\_  
Tom Rye, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-04**

**A RESOLUTION TO SET COMPENSATION FOR THE TOWNSHIP MANAGER AND  
TO APPROVE THE TOWNSHIP MANAGER EMPLOYMENT AGREEMENT**

**WHEREAS**, Worcester Township employs a Township Manager, pursuant to Township Code Chapter 15; and,

**WHEREAS**, the compensation paid to the Township Manager shall be established by resolution, as per Section 1301 of the Second Class Township Code.

**NOW, THEREFORE**, the Board of Supervisors does hereby establish the annual compensation paid to the Township Manager be increased by one-half of one percent increase (0.5%) from the prior year as follows:


- 2020 salary – \$137,035 per year
- 2021 salary – \$137,720 per year

**AND FURTHER**, the Board of Supervisors does approve the Township Manager Employment Agreement, dated January 7, 2019, attached hereto as Exhibit A.


**RESOLVED THIS 4<sup>TH</sup> DAY OF JANUARY, 2021.**

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Rick DeLello, Chair  
Board of Supervisors

Attest:

  
\_\_\_\_\_  
Tommy Ryan, Secretary

**Exhibit A**

Exhibit A

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made this 7<sup>th</sup> day of January, 2019 between Worcester Township, 1721 Valley Forge Road, Worcester, Pennsylvania ("Township"), of the one part, and Thomas Ryan, 1328 Brownsville Road, Romansville, Pennsylvania ("Ryan"), of the other part.

**WHEREAS**, the Township and Ryan wish to execute a contract pertaining to the employment of Ryan, to include provisions for compensation, benefits, and termination and severance payment, and other provisions, in accordance with the Second Class Township Code;

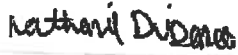
**NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED**, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The employment agreement is as set forth in the letter dated July 14, 2015, attached hereto as Exhibit A to this agreement, with the following revisions to said letter:
  - a. Subsection 2.a shall be revised to read "A health care plan through the Delaware Valley Health Trust that provides family coverage for health, vision, prescription, and dental."
  - b. Subsection 2.b, Subsection 2.c and Subsection 2.h shall be deleted.
  - c. Section 2 shall be revised to include Subsection 2.l which shall read "You shall be entitled to thirty-two (32) PTO days per year."
  - d. Section 5 shall be revised to include Subsection 5.d which shall read "If Manager is terminated after completion of four years, he shall be paid six (6) months of salary at the base salary at that time, and Manager shall continue to receive the same medical insurance, prescription, dental and vision benefits for a period of six (6) months, through COBRA. During this period the Township shall pay the premiums for these coverages, and the Manager shall pay any share of a deductible that was being paid by the Manager at the time of termination."

**IN WITNESS WHEREOF,**

**ATTEST:**  


**FOR THE TOWNSHIP**  
  
Date: \_\_\_\_\_

**ATTEST:**  


**FOR RYAN**  
  
Date: \_\_\_\_\_

Exhibit A

July 14, 2015

Tommy Ryan  
1328 Brownsville Road  
Romansville, PA. 19320

Dear Mr. Ryan:

On behalf of the Board of Supervisors of Worcester Township, I am pleased to provide you with this conditional offer of employment to be the Worcester Township Manager. This offer is conditioned upon the results of the Township's background investigation, drug screen test, and an affirmative vote by the Board of Supervisors, in its sole discretion, at a future public meeting of the Board of Supervisors to appoint you to the position of Township Manager. The basic terms of the Township's conditional offer are:

1. Salary—effective start of work and for all of calendar year 2015, your annualized salary shall be \$125,000 to be paid at the same payroll interval as other employees. Hours of work are to include normal Township hours of operation Monday through Friday, and any additional hours (including night meetings) necessary to properly perform the job. As this is a salaried, managerial position, there is no overtime compensation, and you will be an at-will employee. You are subject to annual reappointment and future salary amounts will be determined by the Board of Supervisors upon such reappointment.

2. Benefits—

a. Medical Insurance, Prescription, Dental, Vision—a health care plan through the Delaware Valley Health Trust (DVHT) that provides family coverage for health, vision, prescription, and dental. The health care plan has deductibles of \$10/20 and the prescription plan has deductibles of \$5/10/25. You will contribute \$100 per month toward this benefit.

b. Sick Leave—you shall be entitled to 6 days per year for sick leave.

c. Vacation—you shall be entitled to four (4) weeks each year. Your actual vacation for 2015 shall be prorated to your actual amount of time worked in 2015.

d. Life Insurance—you shall receive term life insurance coverage equal to \$50,000 for yourself. Currently there is no employee contribution toward the cost of this benefit.

e. Pension Plan—the Township will contribute 5% of your annual salary into a defined contribution pension plan, the form of which will be decided through mutual agreement between you and the Township.

f. Holidays—paid holidays shall be in accordance with those recognized in any calendar year by the Township. Currently there are ten (10) paid holidays per year.

g. Disability—the Township provides for you both short- and long-term disability plans. Currently there is no employee contribution toward the cost of this benefit.

h. Personal Days—you shall receive six (6) paid personal days per year. Your actual amount of personal days (time) available to you in 2015 will be prorated to your actual amount of time worked in 2015.

3. Cell Phone—the Township will provide you with a smart cell phone and pay the monthly bill for its use, or will agree to pay you \$50 per month for the use of your current cell phone.

4. Professional Dues and Training—the Township will pay the annual membership dues for the Association for Pennsylvania Municipal Managers (APMM) and the International City Managers Association (ICMA). Subject to the prior approval of the Board, you shall be permitted to attend at Township expense the conferences, meetings, and continuing education seminars of ICMA and APMM.

5. Termination and Severance—the following shall apply:  
If the Manager is terminated at any time for cause, or if he chooses to resign of his accord, there shall be no severance or other payment made other than payment of unused sick leave or vacation days, or other already earned payments in conjunction with this agreement. For any other termination caused by an action of the Township, the following severance payment schedule shall apply:

- a. If Manager is terminated at any time during the first two years of employment, he shall be paid one (1) month of severance at the base salary at that time;
- b. If Manager is terminated after completion of two years, but prior to completion of three years, he shall be paid two (2) months of severance at the base salary at that time;
- c. If Manager is terminated after completion of three years, he shall be paid three (3) months of severance at the base salary at that time.

6. Car Allowance—in return for use of your personal vehicle on all Township-related business, the Township shall pay you a monthly stipend of \$400.

Copies of all health, insurance, and pension plan documents are available to you for your review at any time before or after acceptance of this conditional offer. Please contact me if you have any problem accessing or obtaining these documents.

The Board of Supervisors will consider your appointment as Township Manager upon receipt of this signed conditional offer letter, your successful passing of the background investigation, and your successful passing of a drug screen. Once the Township has a signed conditional offer acceptance from you, the background investigation will begin and the Township will coordinate your drug screen examination.

If you accept this conditional offer and agree to the terms listed above, please sign below and return a copy to me.

Sincerely,

*David L. Woglom*

David L. Woglom

I have read this letter and accept the Conditional Offer contained within.

  
Signature

7/14/11  
Date



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-05**

**A RESOLUTION TO DISPOSE OF CERTAIN PUBLIC RECORDS  
IN ACCORDANCE WITH THE MUNICIPAL RECORDS ACT AND  
THE MUNICIPAL RECORDS MANUAL, AS AMENDED**

**WHEREAS**, Worcester Township (“Township”) declared its intent to follow the public records retention schedule and disposal procedures as set forth in the *Municipal Records Manual*, as last revised, and as published by the Pennsylvania Historical and Museum Commission; and,

**WHEREAS**, in accordance with Act 428 of 1968, as last amended, each individual act of public record disposition shall be approved by a resolution adopted by the governing body;


**NOW, THEREFORE, BE IT RESOLVED:** the Board of Supervisors hereby authorizes the Township Secretary to dispose of the following public records:

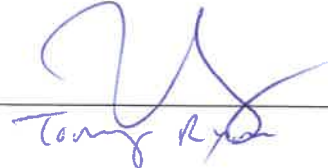
- AL-1**            General correspondence files and housekeeping records – 2015 and prior
- AL-8**            Bids, Proposals, Price Quotes and Qualified Contractor Memos, Contracts and Agreements – 2009 and prior
- AL-12**          Ethics Commission Statements of Financial Interest – 2015 and prior
- AL-17**          Insurance Policies and Settled Claims – 2014 and prior
- AL-19**          Litigation Case Files – closed cases of no administrative or legal value
- AL-20**          Liquid Fuel Tax Records – 2013 and prior
- AL-24**          Recordings of Public Meetings – prior to October 1, 2020
- AL-35**          Public Meeting/Hearing Notices and Proof of Publications – 2010 and prior
- AL-45**          Treasurer’s Bond Certificates – 2013 and prior
- AL-46**          Right to Know Requests – 2018 and prior
- FN-1**          Account Distribution Summaries (Treasurer’s Reports) – 2013 and prior
- FN-2**          Accounts Payable Files and Ledgers – 2013 and prior
- FN-3**          Accounts Receivable Files and Ledgers – 2013 and prior
- FN-4**          Annual Audit and Financial Reports – 2013 and prior

- FN-8** Balance Sheet – 2013 and prior
- FN-9** Bank Statements and Reconciliations – 2013 and prior
- FN-10** Cancelled Checks – 2013 and prior
- FN-11** Check Registers – 2013 and prior
- FN-12** Daily Cash Records – 2013 and prior
- FN-13** Deposit Slips – 2013 and prior
- FN-15** Expense Reports – 2013 and prior
- PL-2** Employee Payroll Adjustment Records – 2016 and prior
- PL-5** Payroll Earnings and Deductions Register – 2016 and prior
- PL-14** Time Cards and Attendance Records – 2016 and prior
- PL-16** Wage & Tax Statements – 2016 and prior
- PR-5** Park Program Files – 2018 and prior
- PR-7** Park Program Files – 2017 and prior
- PS-2** Applications for Employment (Not Hired) – 2018 and prior
- PS-8** Employee Personnel Records – 2015 and prior
- PS-10** Job Descriptions and Announcements – 2015 and prior

**RESOLVED THIS 4<sup>TH</sup> OF JANUARY, 2021.**

**FOR WORCESTER TOWNSHIP**

By:   
 \_\_\_\_\_  
 Rich DeLello, Chair  
 Board of Supervisors

Attest:   
 \_\_\_\_\_  
 Tony Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-06**

**A RESOLUTION TO ESTABLISH EMERGENCY SERVICE RESPONSE AREAS**

**WHEREAS**, the Board of Supervisors of Worcester Township is responsible under the Pennsylvania Second Class Township Code for the public safety of Township residents; and,

**WHEREAS**, the Board of Commissioners of the County of Montgomery has requested the Township provide a Resolution outlining those agencies selected to fulfill the public safety needs of the Township, so to assist in the efficient administration of the emergency communications system of the Montgomery County Department of Emergency Services;

**NOW, THEREFORE, BE IT RESOLVED** the Worcester Volunteer Fire Department will provide fire protection and related rescue services throughout the Township, in its entirety;

**FURTHER, BE IT RESOLVED THAT** Lansdale Ambulance, Lower Providence Ambulance, Plymouth Ambulance and Skippack Ambulance will provide ambulance service in the areas shown on Exhibit A attached hereto, effective the date the Montgomery County Department of Emergency Services establishes and confirms said areas; and,

**AND FURTHER, BE IT RESOLVED THAT** the Pennsylvania State Police, Skippack Barracks, will provide police protection throughout the Township, in its entirety;

**BE IT RESOLVED THIS 4<sup>TH</sup> DAY OF JANUARY, 2021.**


**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_

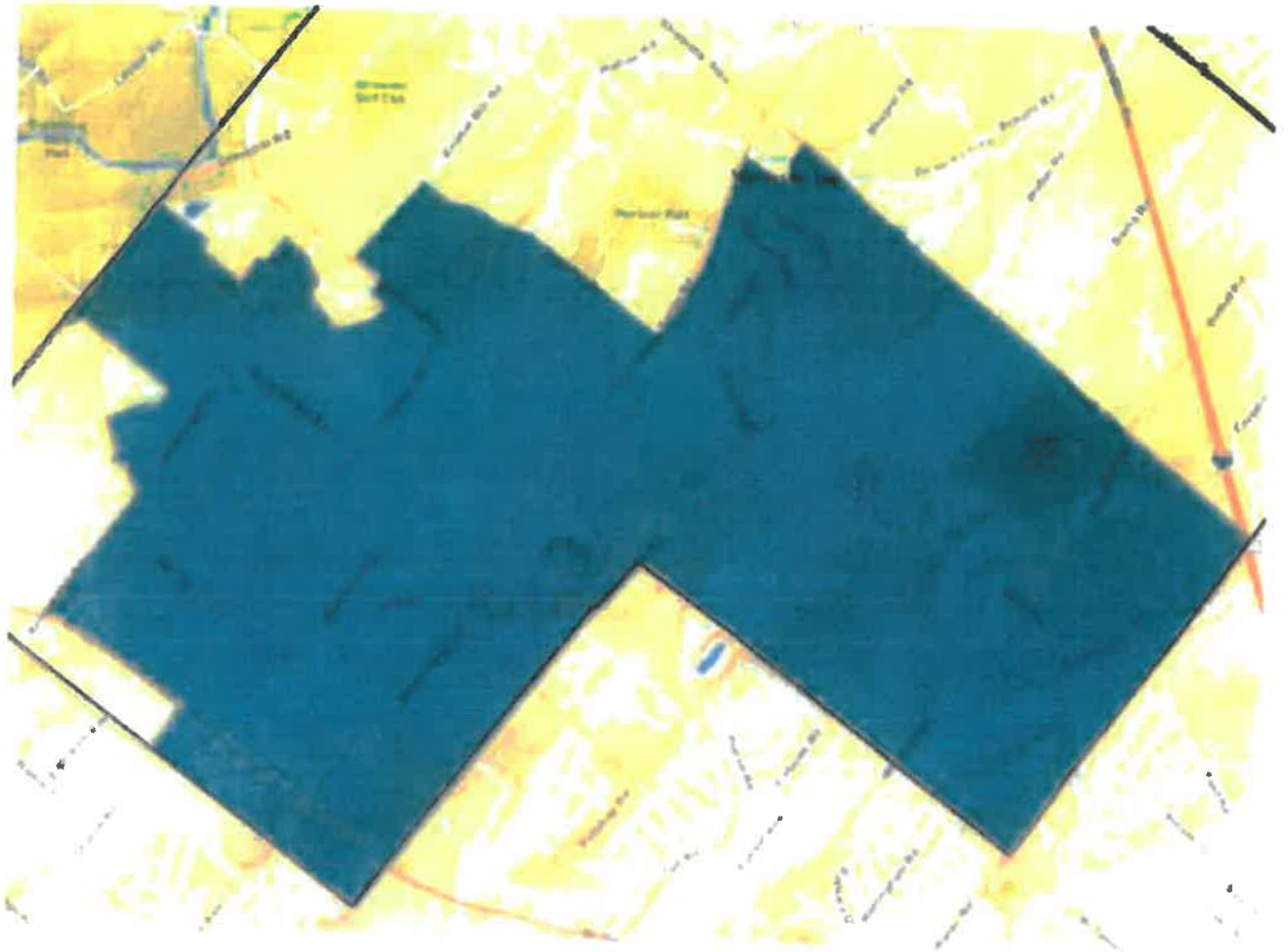
Rich DeLillo, Chair  
Board of Supervisors

Attest:

  
\_\_\_\_\_

Tony Ryan, Secretary

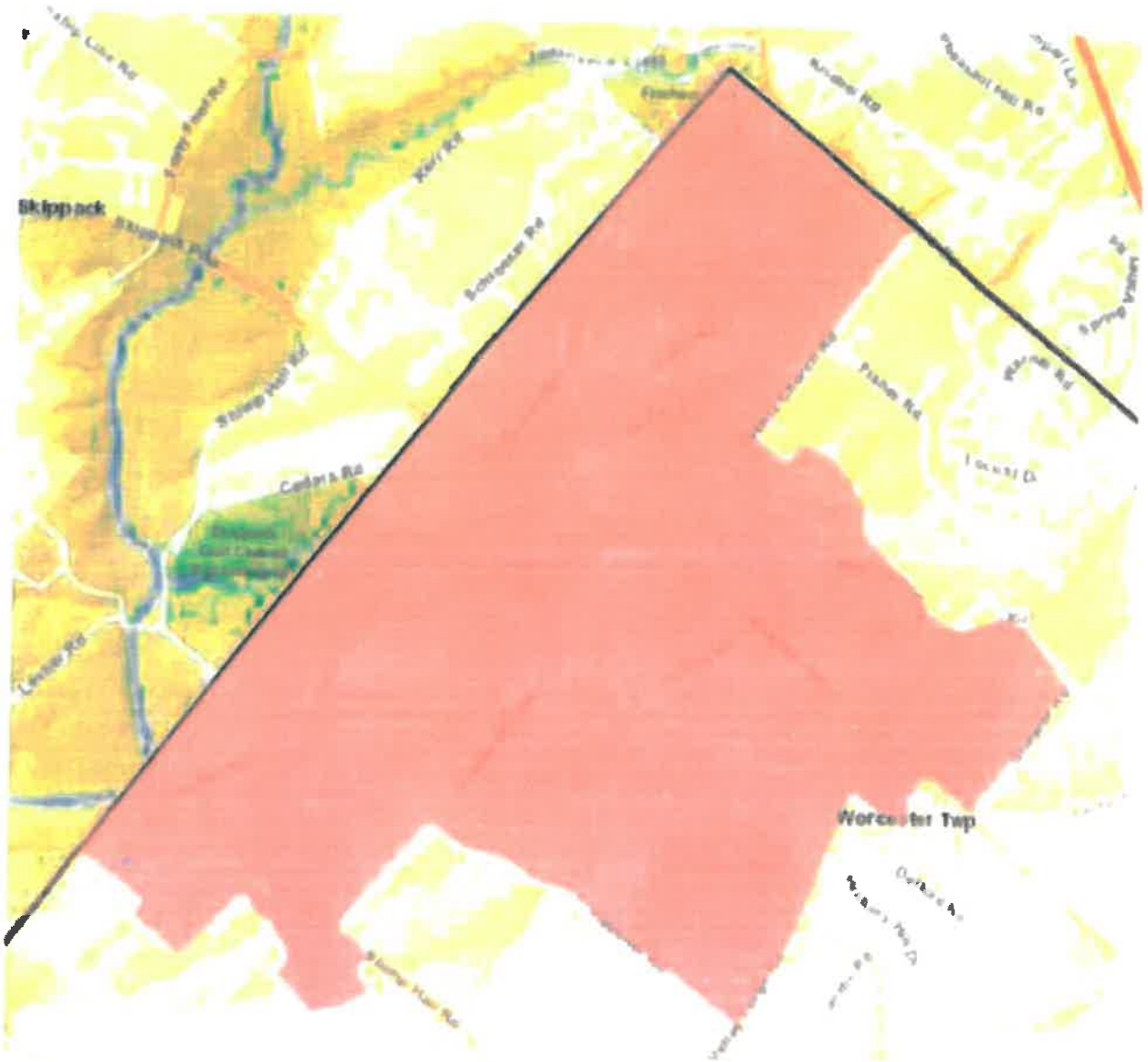
# Plymouth Community Ambulance STA. 308



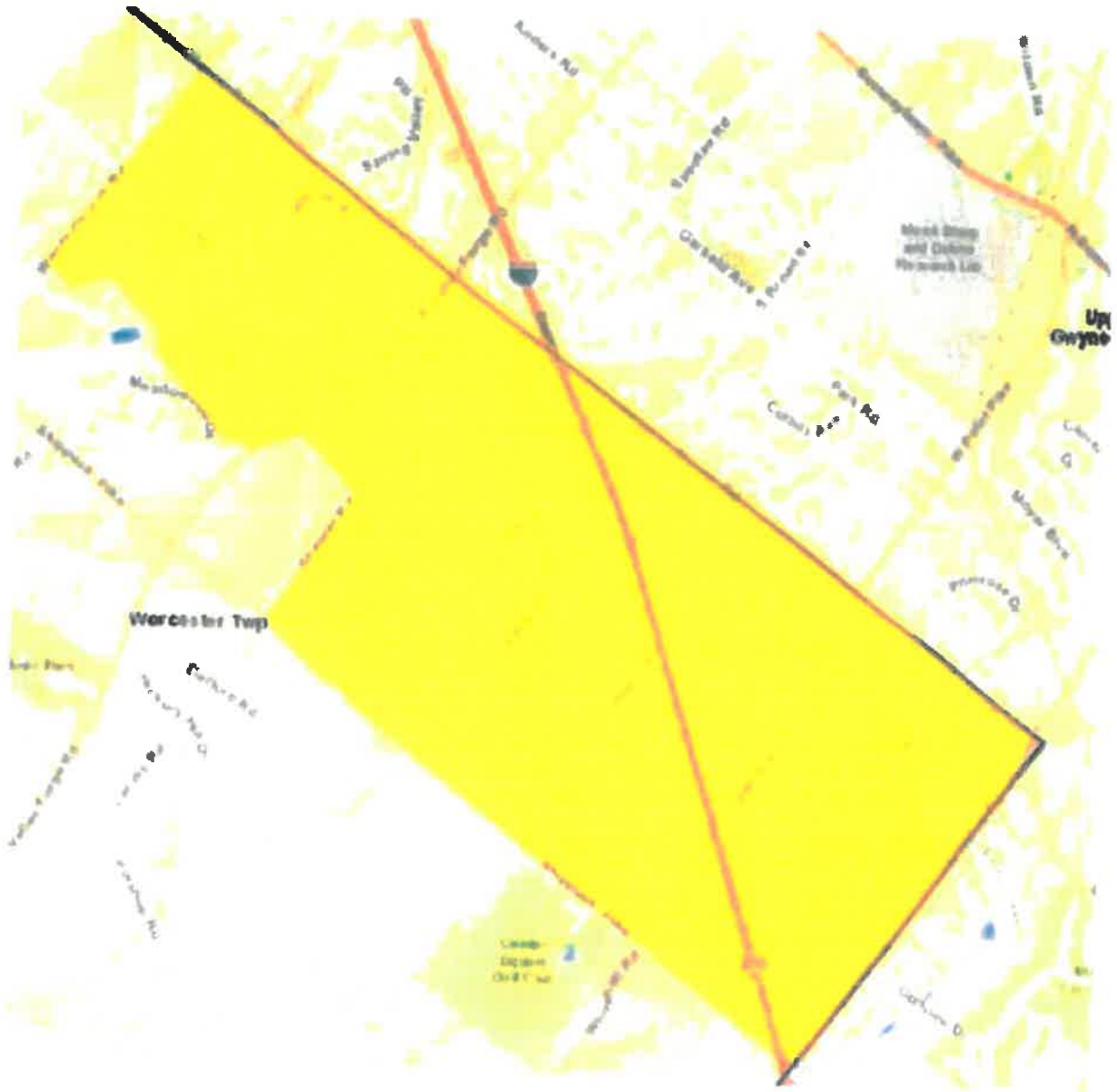
# Lower Providence Emergency Medical Services STA. 322



# Skippack Emergency Medical Services STA. 336



# Lansdale Vol. Medical Service Corps. STA. 345



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-07**

**A RESOLUTION TO AMEND THE  
WORCESTER TOWNSHIP PERSONNEL MANUAL**

**WHEREAS**, the Worcester Township Board of Supervisors did adopt the Worcester Township Personnel Manual (“Personnel Manual”) on September 21, 2016; and,

**WHEREAS**, the Board of Supervisors now desires to amend the Personnel Manual;

**NOW, THEREFORE, BE IT RESOLVED**, that the Personnel Manual be revised as follows:

1. Section II – Position, Work Schedule & Pay Regulations, B.1, shall be revised in part to read as follows:

“Exempt staff includes the following positions: Township Manager, Assistant Township Manager, Finance Director and Public Works Director.”

2. Section II – Position, Work Schedule & Pay Regulations, D.2.a, shall be revised to read:

“For scheduled overtime, the forty hours shall not include any holiday listed in this Personnel Manual, including the float holiday. The forty hours shall not include PTO hours in excess of eight hours, or any other time during which the employee was not working, during the week.

3. Section III – Benefits, A.1.b, Pension shall be revised to read as follows:

“Pension. The Township provides a defined-benefit pension plan for all employees hired prior to January 2017. For all other employees the Township provides a defined-contribution pension plan.”

4. Section III – Benefits, A.1.d, Health Insurance and Other Benefits, shall be revised to read as follows:

“Life Insurance. The Township provides a policy for each employee at no cost to the employee.”



5. Section III – Benefits, A. shall be revised to insert as subsection c) the following, and all subsequent subsections shall be renumbered:

“457(b) Retirement Account. The Township offers a 457(b) retirement account to each employee, in which the employee may voluntarily participate.

6. Section III – C.7, Paid Time Off, shall be revised in part to read as follows:

“Employees may bank up to 15 unused PTO days....”

7. Section III – C.9, Paid Time Off, shall be revised to read as follows:

“In the event of separation, unused accrued and banked PTO days will be added to the employee’s final pay at the employee’s then current hourly rate. The calculation of unused accrued PTO days shall be prorated to the employment separation date. In the event the employee has used more PTO days than have accrued as of the date of separation, days used in excess of that accrued shall be calculated at the employee’s then current hourly rate, and this amount shall be deducted from the employee’s final paycheck(s). In the event this amount exceeds the amount(s) of the final paycheck(s), the employee shall reimburse the Township for the balance.”

8. Section III – J.1, Employee Assistance Program, shall be revised to read as follows:

“All employees may participate in the Health Advocate EAP + Work/Life program offered at no cost to employees by the Township’s insurance provider. This program helps employees and immediate family members address a wide range of problems, such as marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Employee participation in the program, conversations had, and all records are held in strict confidence. Additional information regarding this program is available at [healthadvocate.com/members](http://healthadvocate.com/members), by calling 1-877-240-6863, or by contacting the Assistant Township Manager.”

9. Section IV – Work Rules, A shall be renumbered as Work Rules, 1.

10. Section IV - Work Rules, 5.3, Technology Use, Security, shall be revised to read as follows:

“... with these policies or otherwise breach...”; and,  
“... of any suspected security breach.”

11. Section IV – 9.1, Personnel File Access, shall be revised in part to read as follows:

“Generally, only the Township Manager and Assistant Township Manager have access to the personnel file.”


12. Section IV – 9.2, Personnel File Access, shall be revised in part to read as follows:


“The personnel file shall be reviewed in the Township Building, and in the presence of the Township Manager or Assistant Township Manager.”

13. Section VI – Amendment, shall be revised to Section VII – Amendment.

**RESOLVED THIS 4<sup>TH</sup> OF JANUARY, 2021.**

**FOR WORCESTER TOWNSHIP**

By:   
\_\_\_\_\_  
Rich DeLillo, Chair  
Board of Supervisors

Attest:   
\_\_\_\_\_  
Tommy Ryan, Secretary

40-162-21

Date: 1/20/21

Resolution No. 2021-08

Recorded in Court Docket Book

No. \_\_\_\_\_, Page No. \_\_\_\_\_



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
ENGINEERING DISTRICT 6-0  
7000 GEERDES BOULEVARD  
KING OF PRUSSIA, PA 19406-1523

CLERK OF COURTS  
OFFICE  
MONTGOMERY COUNTY  
PENNA.  
2021 JAN 25 AM 8:58

Gentlemen:

We, the undersigned Board of Township Supervisors of Worcester Township,  
Montgomery County, hereby certify that the following described road has been in use by the  
Public and has been maintained by the expenditure of township funds for a period of twenty-one (21)  
years or more: Meadow Lane.

Length: 1,138'  
Width: 26'  
Right-of-Way: 50'  
Type: local  
Location: 1,105' south of the Hollow Road  
and Skippack Pike intersection

Seal

Supervisors Signature:

[Signature]  
Secretary Signature

[Signature]  
Stephen Pugh

Subscribed and sworn to before me this 21 day of January, 20 21

My commission expires 11-17-24

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Mary Ann Murray, Notary Public  
Montgomery County  
My commission expires November 17, 2024  
Commission number 1387448  
Member, Pennsylvania Association of Notaries

Mary Ann Murray

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-09**

**A RESOLUTION TO DECLARE A MUNICIPAL CURE PERIOD IN ACCORDANCE  
WITH THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE.**

**WHEREAS**, Worcester Township, in accord with the Pennsylvania Municipalities Planning Code ("MPC"), Section 609.2, entitled "Procedures for Municipal Curative Amendments," has determined that Article XIII Sections 150-82 through 150-89 of its zoning ordinance, entitled "MR Multi-Residential District," is substantively invalid.<sup>1</sup>

**WHEREAS**, under MPC Section 609.2, once a municipality has determined that its zoning ordinance or any portion of it, is substantively invalid, the Board shall declare such invalidity by formal action. Such a declaration must accomplish two things: (1) declare the Township's zoning ordinance or portion of it, is substantively invalid; and (2) propose to prepare a curative amendment to overcome such declared invalidity ("Invalidity Declaration and Cure Proposal").<sup>2</sup>

**WHEREAS**, after making such Invalidity Declaration and Cure Proposal by way of formal action, the Township shall have thirty (30) days to enact a resolution, wherein the Township shall (1) make specific findings setting forth the Township's declared invalidity (e.g., references to specific uses either not permitted or not permitted in sufficient quantities; class of use or uses which require revision; or the entire ordinance which requires revisions); and (2) begin to prepare and consider a municipal curative amendment to the zoning ordinance to correct the declared invalidity ("Invalidity Resolution").<sup>3</sup>

**WHEREAS**, within 180 days of the Township's Invalidity Declaration and Proposal to Cure, the Township shall draft, review, and enact, after proper notice and hearing, a municipal curative amendment to correct the declared invalidity.<sup>4</sup>

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<sup>1</sup> See generally MPC, Section 609.2.

<sup>2</sup> See MPC, Section 609.2(1).

<sup>3</sup> See MPC, Section 609.2(1)(i).

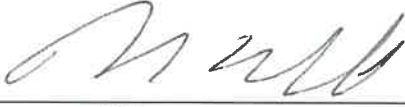
<sup>4</sup> See MPC, Section 609.2(1)(ii).

AND NOW, THEREFORE, BE IT RESOLVED, this 20<sup>th</sup> day of January, 2021, by this Board, that the Township makes the following Invalidity Declaration and Cure Proposal, and sets forth the time-table for the associated municipal curative amendment:

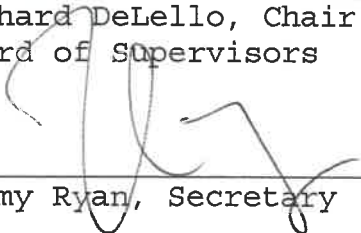
1. The Article XIII, Sections 150-82 through 150-89 [MR Multi-Residential District] of the Township's Zoning Ordinance, is formally declared substantively invalid;
2. As such, the Township proposes to cure the declared zoning ordinance invalidity by preparing and, ultimately, enacting a municipal curative amendment to the Zoning Ordinance in accord with MPC Section 609.2;
3. Within thirty (30) days of this Invalidity Declaration and Cure Proposal, the Township shall formally adopt an Invalidity Resolution, in accord with MPC Section 609.2(1)(i). In the Invalidity Resolution, the Township shall make specific findings setting forth the declared invalidity, as well as initiate the process of preparing and considering a municipal curative amendment to the Zoning Ordinance to correct the declared invalidity; and
4. Such municipal curative amendment shall be enacted by this Board, after proper notice and hearing, within 180 days from this Resolution's date.

**RESOLVED THIS 20TH DAY OF JANUARY, 2021, BY THE WORCESTER TOWNSHIP BOARD OF SUPERVISORS.**

By:

  
Richard DeLello, Chair  
Board of Supervisors

Attest:

  
Tommy Ryan, Secretary

TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2021-10

A RESOLUTION TO COMMENCE THE MUNICIPAL CURATIVE AMENDMENT  
PROCESS IN ACCORDANCE WITH THE  
PENNSYLVANIA MUNICIPALITIES PLANNING CODE.

**WHEREAS**, Worcester Township, in accord with the Pennsylvania Municipalities Planning Code ("MPC"), Section 609.2, entitled "Procedures for Municipal Curative Amendments," has determined that Article XIII Sections 150-82 through 150-89 of its zoning ordinance, entitled "MR Multi-Residential District," is substantively invalid.<sup>1</sup>

**WHEREAS**, under MPC Section 609.2, once a municipality has determined that its zoning ordinance or any portion of it, is substantively invalid, the Board shall declare such invalidity by formal action. Such a declaration must accomplish two things: (1) declare the Township's zoning ordinance or portion of it, is substantively invalid; and (2) propose to prepare a curative amendment to overcome such declared invalidity ("Invalidity Declaration and Cure Proposal").<sup>2</sup>

**WHEREAS**, on January 20, 2021, this Board, by Resolution No. 2021-09 determined and declared that Article XIII, Sections 150-82 through 150-89 of its Zoning Ordinance, entitled, "MR Multi-Residential District," was substantially invalid and proposed to prepare a municipal curative amendment to overcome such declared invalidity.

**WHEREAS**, after making such Invalidity Declaration and Cure Proposal by way of formal action, the Township shall have thirty (30) days to enact a resolution, wherein the Township shall (1) make specific findings setting forth the Township's declared invalidity (e.g., references to specific uses either not permitted or not permitted in sufficient quantities; class of use or uses which require revision; or the entire ordinance which requires revisions); and (2) begin to prepare and consider a municipal curative amendment to the zoning ordinance to correct the declared invalidity ("Invalidity Resolution").<sup>3</sup>

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<sup>1</sup> See generally MPC, Section 609.2.

<sup>2</sup> See MPC, Section 609.2(1).

<sup>3</sup> See MPC, Section 609.2(1)(i).

WHEREAS, this Board now intends to enact the Invalidation Resolution pursuant to Section 609.2 of the MPC.

AND NOW, THEREFORE, BE IT RESOLVED, this 17<sup>th</sup> day of February, 2021, that this Board enacts this Invalidation Resolution pursuant to Section 609.2 of the MPC and specifically finds as follows:

Specific Findings as to Declared Invalidation.

1. Article XIII, Sections 150-82 through 150-89 [MR Multi-Residential District] of the Township's Zoning Ordinance, is substantially invalid.
2. Specifically, the MR Multi-Residential District is an overlay district that applies to certain contiguous AGR and Commercial Districts at the southwest corner of the Township as designated on the Township's Zoning Map.
3. The legislative intent of the MR Multi-Residential District was as follows:
  - A. Provide high-density housing in portions of the Township that are appropriate for this density of housing, given the location of growth areas, sewer lines, water lines, major roads, commercial cores and Township uses.
  - B. Allow a variety of housing types which can meet the needs of residents with different incomes, housing preferences, family sizes and ages.
  - C. Protect the character of existing development in the Township by requiring buffering and adequate building setbacks.
  - D. Provide light, air and green space within higher-density developments by regulating lot coverage and building setbacks.
4. The MR Multi-Residential District permits multi-family dwellings in accordance with the regulations set forth in Article XIII as a conditional use in accordance with the regulations in Article XXIV.

5. The development regulations applicable to multi-family dwellings in the MR Multi-Residential District provide for density not to exceed 4 dwelling units per developable acre.
6. The development regulations applicable to multi-family dwellings in the MR Multi-Residential District permit a maximum building height of 30 feet, not exceeding 2 stories.
7. The development regulations set forth in the MR Multi-Residential District may be found to be unduly restrictive conditions on development of multi-family dwellings.
8. The MR Multi-Residential District may not provide for a fair share of multi-family dwellings in the Township.

**Cure Proposal.**

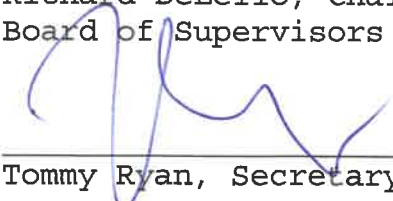
9. This Board proposes to cure the declared invalidity of the Township's Zoning Ordinance by enacting a municipal curative amendment, in accordance with MPC Section 609.2.
10. This Board acknowledges its obligation under the MPC to enact the proposed curative amendment no later than 180 days from this Board's Invalidity Declaration of January 20, 2021, after proper notice and public hearing.
11. Accordingly, the Township's Planning Commission, Engineer, Zoning Officer, Solicitor and Planners are directed to immediately commence the municipal curative amendment process to correct the declared invalidity of the Township's Zoning Ordinance, and ensure its enactment within the MPC's proscribed time period.

**RESOLVED THIS 17<sup>TH</sup> DAY OF FEBRUARY, 2021, BY THE WORCESTER TOWNSHIP BOARD OF SUPERVISORS.**

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

  
Richard DeLello, Chair  
Board of Supervisors

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

  
Tommy Ryan, Secretary



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-11**

**A RESOLUTION TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT  
WITH SKIPPACK TOWNSHIP, MONTGOMERY COUNTY  
FOR DESIGN, CONSTRUCTION, AND INSPECTION  
OF THE ZACHARIAS TRAIL EXTENSION PROJECT**

**WHEREAS**, Worcester Township (“Worcester”) and Skippack Township (“Skippack”) desire to construct an approximate one-mile trail (“Trail”) that will connect an existing off-road trail in Worcester to an existing off-road trail in Evansburg State Park, in Skippack; and,

**WHEREAS**, Worcester and Skippack received permission to construct the Trail from appropriate officers of the Commonwealth, and received a grant award in the amount of \$326,200 from the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program that funds a portion of the \$652,560 estimated cost to install the Trail; and,

**WHEREAS**, in accordance with the Intergovernmental Cooperation Law, 53 Pa. C.S. § 2301, as amended by Act 80 of 2019, Skippack and Worcester are required to enter into an intermunicipal agreement to manage the costs to design, construct and inspect the Trail;

**THEREFORE, BE IT RESOLVED**, the Board of Supervisors approves execution of the Zacharias Trail Extension Project Design, Construction, & Inspection Agreement, attached hereto as Exhibit A.

**RESOLVED THIS 17<sup>TH</sup> OF FEBRUARY, 2021.**

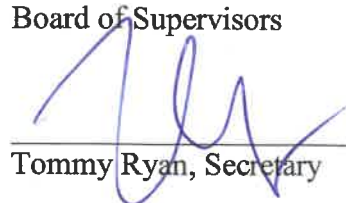
**FOR WORCESTER TOWNSHIP**

By:



\_\_\_\_\_  
Rick DeLello, Chair  
Board of Supervisors

Attest:



\_\_\_\_\_  
Tommy Ryan, Secretary

## EXHIBIT A

### ZACHARIAS TRAIL EXTENSION PROJECT DESIGN, CONSTRUCTION & INSPECTION AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 between Worcester Township, Montgomery County, a body corporate and political and duly organized under the laws of the Commonwealth of Pennsylvania, having an address of 1721 Valley Forge Road Worcester, PA 19490 ("Worcester"), and Skippack Township, Montgomery County, a body corporate and political and duly organized under the laws of the Commonwealth of Pennsylvania, having an address of 4089 Heckler Road, Skippack, PA 19474 ("Skippack").

**WHEREAS**, Worcester and Skippack desire to construct an approximate one-mile trail ("Trail") that will connect an existing off-road trail in Worcester to an existing off-road trail in Evansburg State Park, in Skippack; and,

**WHEREAS**, the Trail will be constructed on property owned by the Commonwealth of Pennsylvania; and,

**WHEREAS**, Worcester and Skippack have received permission to construct the Trail from appropriate officers of the Commonwealth, and in addition Worcester and Skippack have received a grant award in the amount of \$326,200 from the Community Conservation Partnerships Program, as administered by Pennsylvania Department of Conservation and Natural Resources, that funds a portion of the cost to design and install the Trail; and,

**WHEREAS**, the total estimated cost of the project is \$652,560; and,

**WHEREAS**, as a condition of said approval and grant funding, Worcester and Skippack are required to enter into this agreement so to establish the manner by which the design, construction and inspection of the Trail shall be managed;

**NOW THEREFORE**, for and in consideration of this partnership as contained herein, and in consideration of the covenants hereafter set forth, and to be legally bound, Worcester and Skippack agree to following:

1. Worcester will serve as the lead agency for Trail design, construction and inspection. The Worcester Township Engineer will design the Trail and will provide that needed to let construction of the Trail to public bid, in accordance with applicable law. The Worcester Public Works Department will inspect all construction, absent any inspections best completed by the Township Engineer, which may include, but is not limited to, inspection of the pedestrian bridge.
2. Worcester will pay all invoices billed by its Township Engineer, and Worcester will bill Skippack for 7.5% of the actual amount paid by Worcester to its Township Engineer for all costs eligible to be reimbursed by the grant, up to \$652,560 in total project costs. For any amount above this total project cost Skippack shall pay 15% to Worcester. Worcester will submit a copy of the invoice and proof of payment to Skippack, and Skippack shall pay the invoice in full within 45 days of the date of submission. Skippack may utilize additional engineering services, at its sole cost.
3. Worcester and Skippack recognize other services will be required to complete this project, including but not limited to legal services to prepare and record the easement that will encompass the Trail upon the completion of construction. The Worcester Township Solicitor will provide required legal services, and Worcester will pay all invoices billed by its Township Solicitor, and Worcester will bill for 7.5% of the actual amount paid by Worcester to its Township Engineer for all costs eligible to be reimbursed by the grant, up to \$652,560 in total project costs. For any amount above this total project cost Skippack shall pay 15.0% to Worcester. Worcester will submit a copy of the invoice and proof of payment to Skippack, and Skippack shall pay the invoice in full within 45 days of the date of

submission. Worcester shall provide advance notice to Skippack of any other service provider utilized in addition to its Township Engineer, Township Solicitor and Public Works personnel, with hourly rates and estimated expenses, as appropriate. These expenses shall be paid in the manner set forth above. Skippack may utilize additional legal and other services, at its sole cost.

4. Worcester will record all inspection hours logged by its Public Works personnel, and Worcester will bill Skippack at the rate of \$5 per hour, notwithstanding the number of employees who provide inspection services. Worcester will submit a copy of the invoice and inspection log to Skippack, and Skippack shall pay the invoice in full within 45 days of the date of submission. Skippack may utilize additional inspection services, at its sole cost.
5. Worcester shall serve as the grant administrator, and Worcester shall provide all submissions for reimbursements to the Pennsylvania Department of Conservation and Natural Resources. Skippack shall cooperate and facilitate in any providing approvals as required by the grant contract. Worcester will assume all labor and other expenses incurred in its service as grant administrator.
6. Worcester shall bid construction of the Trail as required by law. Skippack shall cooperate and facilitate in any providing approvals required to bid and award the project.
7. Worcester shall provide a project update to Skippack on or before the tenth of each month.
8. Worcester and Skippack shall enter into a separate maintenance agreement, in a form acceptable to each and to the Commonwealth of Pennsylvania, before construction of the Trail is completed. This agreement shall address the perpetual share of operating expenses, capital expenses, operating policies, inspections, insurances, and like provisions.
9. This Agreement encompasses the entire understanding and arrangement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless mutually agreed to in writing by the parties and attached as an Addendum hereto.
10. This Agreement shall be governed by and construed in accordance with laws of the Commonwealth of Pennsylvania. All proceedings related to this Agreement shall have venue in the Commonwealth of Pennsylvania.
11. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

ATTEST:

\_\_\_\_\_

**FOR WORCESTER**

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**FOR SKIPPACK**

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-12**

**A RESOLUTION TO GRANT PRELIMINARY/FINAL LAND  
DEVELOPMENT APPROVAL OF GUNSALUS TRACT MINOR  
SUBDIVISION PLAN**

**WHEREAS,** Laura Gunsalus ("Property Owner") and JD Contractors, LLC ("Developer") (hereinafter collectively referred to as "Applicant") have submitted a Subdivision Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as Gunsalus Tract Plan. Property Owner, Laura Gunsalus, is the legal owner of an approximate 10.21 acre tract of land located at Mill Road, Worcester Township, Montgomery County, Pennsylvania in the AGR-Agricultural Zoning District of the Township, being Tax Parcel No. 67-00-02302-00-7 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office (the "Property"); and

**WHEREAS,** the Applicant proposes the subdivision of the Property into three (3) new building lots (the "Development"); and

**WHEREAS,** said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on January 28, 2021; and

**WHEREAS,** the Preliminary/Final Plan for the proposed Subdivision, prepared by Graf Engineering, LLC, titled, "Gunsalus Tract" consisting of 5 sheets, dated October 1, 2020, with latest revisions dated December 15, 2020, is now in a form suitable for Preliminary/Final Plan Approval (the "Plan(s)" or "Preliminary/Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,**

**IT IS HEREBY RESOLVED** by the Board of Supervisors of Worcester Township, as follows:

1. Approval of Plan. The Preliminary/Final Plan as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Preliminary/Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of January 5, 2021, relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of November 3, 2020.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc., review letter of January 13, 2021, concerning Land Development Review and Waiver Request Review.
- D. Payment to the Township of a Traffic Impact Fee in the total amount of \$9,375.00, which shall be paid on a per lot basis at the time of submission of a building permit application for each of the dwelling units to be built on the three lots, in the amount of \$3,125.00 per lot.
- E. Payment to the Township of a fee in lieu of curb installation, in the total amount of \$7,155.00 (477 LF @ \$15.00/LF), which shall be paid prior to recording the Preliminary/Final Plan.
- F. Payment to the Township of a Fee in Lieu of Road Widening, in the total amount of \$6,840.00 (228 SY @ \$30.00/SY), which shall be paid prior to recording the Preliminary/Final Plan.
- G. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.

- H. Prior to recording the Preliminary/Final Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting satisfactory financial security in an amount satisfactory to the Township Engineer as required by the Pennsylvania Municipalities Planning Code.
- I. The Applicant's obligation to install sidewalks pursuant to Section 130-18.A of the Worcester Township Subdivision and Land Development Ordinance is deferred until such time as required by the Township. Future owners of each lot will be responsible for the installation of sidewalk along their respective road frontage when requested by Worcester Township, at no cost to Worcester Township.
- J. Applicant shall execute a Stormwater Management BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.
- K. Property Owner shall execute a Declaration of Easement, in form satisfactory to the Township Solicitor and Township Engineer, providing for a 20-foot-wide access easement across Lot 1 in favor of Lot 2 which shall be recorded contemporaneously with the Preliminary/Final Plan.
- L. The Applicant shall provide to the Township for signature that number of Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the

Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.

- M. The Applicant shall provide a copy of the recorded Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- N. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
- O. The Development shall be in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.
- P. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, and the Agreement shall be borne entirely by the Applicant, and shall be at no cost to the Township.
- Q. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
- R. Applicant understands that it will not be granted Township building or grading permits until the record plan, financial security, and all appropriate development and financial security agreements, easements, and other required legal documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above-mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.

3. **Waivers.** The Worcester Township Board of Supervisors hereby grants the following waivers requested with respect to this Plan:

- A. Section 130-17B(2) of the Worcester Township Subdivision and Land Development Ordinance - requiring driveways to be at least 40' from a roadway intersection;
- B. Section 130-33C(2) of the Worcester Township Subdivision and Land Development Ordinance - requiring an aerial photograph of all physical features within 500' of the property;
- C. Section 130-16 of the Worcester Township Subdivision and Land Development Ordinance - requiring road frontage improvements (widening) along Mill Road; and
- D. Section 130-18.B of the Worcester Township Subdivision and Land Development Ordinance - requiring the installation of curbing along the property frontage.

4. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.

5. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.


**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Preliminary/Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Preliminary/Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended



site plan for land development review by all Township review parties.

RESOLVED and ENACTED this 17<sup>th</sup> day of February, 2021, by the Worcester Township Board of Supervisors.

WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS

By:   
Rick DeLello, Chair

Attest:


  
Tommy Ryan, Secretary

ACCEPTANCE

The undersigned states that he/she is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he/she has reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that he/she accepts the Conditions on behalf of the Applicant and the owner and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.


PROPERTY OWNER:

March 2, 2021  
Date

  
Laura Gunsalus

DEVELOPER:  
JD CONTRACTORS, LLC

3/1/21  
Date

By:   
Kevin DAVIS, Jr.  
(PRINT NAME AND TITLE)

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-13**

**A RESOLUTION TO GRANT PRELIMINARY/FINAL LAND  
DEVELOPMENT APPROVAL OF 3425 STUMP HALL ROAD  
PRELIMINARY/FINAL SUBDIVISION PLAN**

**WHEREAS**, Augustus J. Mandracchia and Carmella Mandracchia (hereinafter referred to as "Applicants") have submitted a Subdivision Plan to Worcester Township and have made application for Preliminary/Final Plan Approval of a plan known as 3425 Stump Hall Road Plan. The Applicants are Legal Owners of two parcels of land located at Stump Hall Road and Green Hill Road, Worcester Township, Montgomery County, Pennsylvania in the R-175 Zoning District of the Township, being Tax Parcel Nos. 67-00-03523-00-1 (Block 10, Unit 18 being approximately 8.123 acres) and 67-00-03522-01-1 (Block 10, Unit 87 being approximately 1.11 acres) as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes a subdivision of the existing 8.123 acre parcel (Unit 18) into two (2) lots. Proposed Lot 1 is for a new house to be constructed at a later date, and proposed Lot 2 contains an existing house and associated facilities. In addition, the existing 1.11 acre parcel (Unit 87) will be joined to proposed Lot 2 by removing the existing lot line between Unit 18 and Unit 87 (the "Development"); and

**WHEREAS**, said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on December 10, 2020; and

**WHEREAS**, the Preliminary/Final Plan for the proposed Subdivision, prepared by Woodrow & Associates, Inc., titled, "3425 Stump Hall Road" consisting of 2 sheets, dated October 30, 2020, with latest revisions dated February 12, 2021, is now in a form suitable for Preliminary/Final Plan Approval (the "Plan(s)" or "Preliminary/Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

IT IS HEREBY RESOLVED by the Board of Supervisors of Worcester Township, as follows:

1. Approval of Plan. The Preliminary/Final Plan as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Preliminary/Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of January 26, 2021 and February 15, 2021, relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of December 7, 2020.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. review letter of February 10, 2021, concerning Land Development Review and Waiver Request Review.
- D. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- E. The Applicants' obligation to install sidewalks pursuant to Section 130-18.A of the Worcester Township Subdivision and Land Development Ordinance is deferred until such time as required by the

Township. Future owners of each lot will be responsible for the installation of sidewalk along their respective road frontage when requested by Worcester Township, at no cost to Worcester Township.

- F. Prior to recording the Preliminary/Final Plan, Applicants shall provide legal descriptions in form satisfactory to the Township Engineer to effectuate a consolidation of existing Block 10 Unit 87 with Lot 2 and a Deed of Consolidation, in form satisfactory to the Township Solicitor, shall be recorded simultaneously with the Preliminary/Final Plan.
- G. The concrete monuments and pins depicted on the Plan shall either be set prior to recording of the Preliminary/Final Plan or an escrow shall be established, in an amount satisfactory to the Township, to guarantee installation of the pins and monuments at a later date.
- H. The Applicants shall provide to the Township for signature that number of Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicants shall have all Plans recorded, and the Applicants return the three (3) Plans to the Township within seven (7) days of Plan recording.
- I. The Applicants shall provide a copy of the recorded Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- J. The Applicants shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.

- K. The Development shall be in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.
- L. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, and the Agreement shall be borne entirely by the Applicants, and shall be at no cost to the Township.
- M. Applicants shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
- N. Applicants understand that they will not be granted Township building or grading permits until the record plan, financial security, if required, and all appropriate agreements, easements, and other required legal documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.

3. Waivers. The Worcester Township Board of Supervisors hereby grants the following waivers requested with respect to this Plan:

- A. Section 130-16 of the Worcester Township Subdivision and Land Development Ordinance requiring road frontage improvements;
- B. Section 130-18.A. of the Worcester Township Subdivision and Land Development Ordinance requiring sidewalks along all streets;

- C. Section 130-18.B. of the Worcester Township Subdivision and Land Development Ordinance requiring curbs to be installed along each side of every residential, secondary commercial street or road;
- D. Section 130-20.A.(4) of the Worcester Township Subdivision and Land Development Ordinance requiring all corner lot widths on each frontage be a minimum of 1.5 times the minimum width of the interior lots of the same block;
- E. Section 130-26.B.(2)(c) of the Worcester Township Subdivision and Land Development Ordinance requiring on-lot sewage disposal areas to be outside of the required front yard or rear yard;
- F. Section 130-28.G.(4) of the Worcester Township Subdivision and Land Development Ordinance requiring street trees be planted for any subdivision where suitable street trees do not exist; existing trees to satisfy this requirement;
- G. Section 130-28.G.(5) of the Worcester Township Subdivision and Land Development Ordinance requiring softening buffers along side and rear property lines; existing trees to satisfy this requirement;
- H. Section 130-33.C.(1) of the Worcester Township Subdivision and Land Development Ordinance requiring providing existing features within 400' of any part of the land being subdivided;
- I. Section 130.33.G. of the Worcester Township Subdivision and Land Development Ordinance requiring a natural resource protection plan; and
- J. Section 130-47 of the Worcester Township Subdivision and Land Development Ordinance regarding traffic impact fee for the proposed

driveway access for Lot 01 pursuant to Section 130-60.E.

4. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicants, in writing, within ten (10) days from the date of receipt of this Resolution.

5. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicants in writing.

**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Preliminary/Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicants shall provide the Township with executed Preliminary/Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

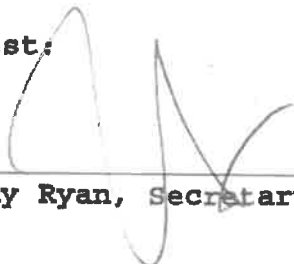
**RESOLVED and ENACTED** this 17<sup>th</sup> day of March, 2021 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By: 

**Rick DeLello, Chair**

Attest:

  
\_\_\_\_\_  
**Tommy Ryan, Secretary**

**ACCEPTANCE**

The undersigned states that they are authorized to execute this Acceptance on behalf of the Applicants and owners of the property which is the subject matter of this Resolution, that they have reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that they accept the Conditions on behalf of the Applicants and the owners and agree to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

Date: 3-10-21

  
**Augustus Mandracchia**

  
**Carmella Mandracchia**



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-14**

**A RESOLUTION TO AUTHORIZE SUBMISSION OF A GRANT APPLICATION FOR THE 2021 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT PROGRAM**

**WHEREAS**, Montgomery County has established the Montco 2040 Implementation Grant Program as a competitive funding program to assist municipalities in implementing the goals of Montgomery County's comprehensive plan, *Montco 2040: A Shared Vision*; and,

**WHEREAS**, Montgomery County is accepting applications for projects that support and advance one or more of the comprehensive plan's three themes: Connecting Communities, Sustainable Places, and a Vibrant Economy; and,

**WHEREAS**, applications and projects must meet all stated requirements within the Montco 2040 Implementation Grant Program Guidebook; and,

**WHEREAS**, Worcester Township wishes to obtain \$150,000 from the Montco 2040 Implementation Grant Program to provide for the construction of park improvements at Mount Kirk Park including a pavilion, restrooms, drinking fountain, and paving of the parking lot and trail; and,

**WHEREAS**, (1) the project has the full support of both the Worcester Township Board of Supervisors, (2) Worcester Township shall earmark and provide the required local match, in cash, and (3) Worcester Township shall comply with all applicable conditions of the grant program;

**NOW THEREFORE, BE IT RESOLVED**, the Board of Supervisors does authorize the submission of the above-noted grant application to the Montco 2040 Implementation Grant Program.

**RESOLVED THIS 17<sup>TH</sup> DAY OF FEBRUARY, 2021.**

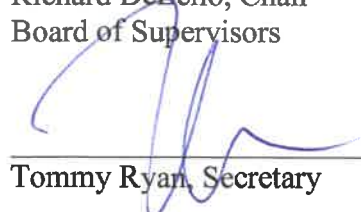
**FOR WORCESTER TOWNSHIP**

By:



Richard DeLello, Chair  
Board of Supervisors

Attest:

  
Tommy Ryan, Secretary

TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2021-15

A RESOLUTION TO GRANT PRELIMINARY/FINAL  
SUBDIVISION APPROVAL OF  
2625 SKIPPACK PIKE MINOR SUBDIVISION PLAN

**WHEREAS**, Bethel Development Associates, LP (hereinafter referred to as "Applicant") has submitted a Subdivision Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as 2625 Skippack Pike Minor Subdivision Plan. The Applicant is Bethel Development Associates, LP, owner of an approximate 195,202 square foot parcel of land located at 2625 Skippack Pike, Worcester Township, Montgomery County, Pennsylvania in the R-175 Residential Zoning District of the Township, being Tax Parcel No. 67-00-03262-001 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes the subdivision of an existing 195,202 square foot parcel into two lots. Lot 1 will contain the existing dwelling on the property; Lot 2 is proposed to be a future building lot (the "Development"); and

**WHEREAS**, said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 25, 2021; and

**WHEREAS**, the Preliminary/Final Plan for the proposed subdivision, prepared by Chambers Associates, Inc., titled, "2625 Skippack Pike Minor Subdivision Plan" consisting of one sheet, dated December 1, 2020, with latest revisions dated February 9, 2021, is now in a form suitable for Preliminary/Final Plan Approval (the "Plan(s)" or "Preliminary/Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,**

**IT IS HEREBY RESOLVED** by the Board of Supervisors of Worcester Township, as follows:

1. Approval of Plan. The Preliminary/Final Plan as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Preliminary/Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of February 23, 2021 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of December 23, 2020.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. letter of March 8, 2021 concerning Land Development Review and Waiver Request Review.
- D. Prior to recording of the Final Plan, Applicant shall purchase one EDU for Lot 2.
- E. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- F. The Applicant's obligation to install road frontage improvements pursuant to Section 130-16, sidewalks along all road frontages pursuant to Section 130-18.A, and curbing along all streets or road frontages pursuant to Section 130-18.B shall be deferred until such time as required by the Township. Future owners of each lot shall be responsible for the installation of the aforesaid improvements along their respective road frontages

when requested by Worcester Township, at no cost to Worcester Township.

- G. The Applicant's obligation to install landscaping on Lot 2 pursuant to Section 130-28 shall be deferred until the development of Lot 2.
- H. In conjunction with the application for a building permit for Lot 2, a full plot plan of Lot 2 shall be provided to the Township for review and approval by the Township Engineer; the plot plan shall depict the proposed location of the house, the grading of the lot, and all associated facilities, including utilities, landscaping, stormwater management facilities, and the access driveway. In addition, the Applicant for the Lot 2 building permit shall comply with all requirements of the Township Stormwater Management Ordinance. BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.
- I. The shared driveway for Lot 1 and Lot 2 shall be relocated to Lot 2 and constructed and aligned opposite to the entrance to The Reserve at Center Square, at the time Lot 2 is developed. The Plan shall be revised to reflect the relocation of the shared driveway with the new access easement located on Lot 2.
- J. An Easement Agreement, in form satisfactory to the Township Solicitor and Township Engineer regarding the 45 foot wide utility and access easement shall be recorded contemporaneously with Plan recording.
- K. A Sanitary Sewer Easement Agreement, in form satisfactory to the Township Solicitor and Township Engineer regarding the shared sewer lateral crossing through Lot 2 shall be recorded contemporaneously with Plan recording.

- L. Concrete monuments must be set prior to Plan recording, or an escrow shall be established to guarantee the monument placement.
- M. The Applicant shall provide to the Township for signature that number of Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.
- N. The Applicant shall provide a copy of the recorded Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- O. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
- P. The Development shall be in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.
- Q. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, and the Agreement shall be borne entirely by the Applicant, and shall be at no cost to the Township.
- R. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
- S. Applicant understands that it will not be granted Township building or grading permits until the record plan, financial security, and all appropriate development and financial security agreements, easements, and other required legal

documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.

3. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.

4. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Preliminary/Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Preliminary/Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

**RESOLVED** and **ENACTED** this 21<sup>st</sup> day of April, 2021 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Rick DeLello, Chairman

Attest:

\_\_\_\_\_  
Tommy Ryan, Secretary

**ACCEPTANCE**

The undersigned states that he/she is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he/she has reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that he/she accepts the Conditions on behalf of the Applicant and the owner and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

**BETHEL DEVELOPMENT ASSOCIATES, LP**

**Date:** \_\_\_\_\_

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

\_\_\_\_\_  
(PRINT NAME AND TITLE)

**NOT APPROVED AT 4/21/2021 MEETING**

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-16**

**A RESOLUTION TO GRANT FINAL LAND DEVELOPMENT APPROVAL  
OF NEW MEMORY CARE FACILITY FOR MEADOWOOD SENIOR  
LIVING**

**WHEREAS**, the Meadowood Corporation (hereinafter referred to as "Applicant") has submitted a Plan of Land Development to Worcester Township and has made application for Final Plan Approval of a plan known as New Memory Care Facility for Meadowood Senior Living Plan. The Applicant is owner of four parcels consisting of an approximate 118.2056 acres of land and PECO leasehold area (Block 28, Unit 66) of approximately 12.876 acres, located at 3205 Skippack Pike, Worcester Township, Montgomery County, Pennsylvania in the LPD Land Preservation Zoning District of the Township, being Tax Parcel No. 67-00-03185-006 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes the construction of a memory care building which will consist of 20 units, and additional area for support staff. The Plan also shows the construction of a new parking lot adjacent to the Victory Garden area and a trail and new pedestrian bridge to access the Victory Garden (the "Development"); and

**WHEREAS**, said plan received a recommendation for Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 25, 2021; and

**WHEREAS**, the Final Plan for the proposed land development, prepared by Woodrow & Associates, Inc., titled, "New Memory Care Facility for Meadowood Senior Living" consisting of 25 sheets, dated July 13, 2020, with latest revisions dated February 8, 2021, a Post-Construction Stormwater Management Report dated July 2020, revised February 2021, and an Erosion and Sediment Control Report dated July 2020, revised February 2021, is now in a form suitable for Final Plan Approval (the "Plan(s)" or "Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.



NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

IT IS HEREBY RESOLVED by the Board of Supervisors of Worcester Township, as follows:

1. Approval of Plan. The Final Plan prepared by Woodrow & Associates, Inc. as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of March 4, 2021 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of August 21, 2020.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. review letter of March 16, 2021.
- D. Compliance with all conditions set forth in the Decisions and Orders of the Worcester Township Zoning Hearing Board for Application No. 2020-04, entered on April 6, 2020, and Application No. 2020-07, entered on July 14, 2020.
- E. Compliance with all conditions set forth in the Decision and Order of the Worcester Township Board of Supervisors for Conditional Use Application No. 2020-01 entered on September 16, 2020 for the installation of a pedestrian bridge in the riparian corridor.
- F. Payment to the Township of a Traffic Impact Fee, in the total amount of \$19,885.00, which shall be paid at the time of submission of a building permit application for the Memory Care Facility to be built.

- G. Applicant shall conduct a traffic study (complete with all signal warrant evaluation and alternatives investigated for possible additional access to/from the property) and trip generation counts be conducted after both The Grove and Memory Care Facility are fully occupied, and after COVID-19 restrictions have been lifted, as the direction of the Township. Subsequent to the traffic study to be conducted and pursuant to paragraph 2 of the McMahon review of March 16, 2021, an additional Traffic Impact Fee may be assessed, if same is necessitated by the trip generations revealed in the study.
- H. Applicant shall purchase 14 EDUs at \$1,900 per EDU, 10 for the Memory Care Facility, 1 for the office use at 3103 Skippack Pike, and 3 for the residential rental use at 3031 Skippack Pike, to be connected to public sewer. The total amount due of \$26,600.00 shall be paid prior to recording of the Final Plan.
- I. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- J. Prior to recording the Final Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

- K. The aforesaid Agreement shall also include financial security to secure the completion of the improvements set forth on the Subdivision/Land Development record Plan - Meadowood Senior Living, prepared by Woodrow and Associates, Inc. dated December 16, 2019 which was granted Preliminary/Final Approval pursuant to Resolution No. 2020-12. In addition, prior to recording the Final Plan the Applicant shall satisfy all conditions set forth in Resolution 2020-12.
- L. Following approval of the Final Plan, the Applicant shall provide to the Township for signature that number of Final Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.
- M. The Applicant shall provide a copy of the recorded Final Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- N. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
- O. The Development shall be constructed in strict accordance with the content of the Final Plans, notes on the Plan and the terms and conditions of this Resolution of Final Plan Approval.
- P. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes on the Plans, this Final Approval Resolution, and any required Agreements shall be borne entirely by the Applicant, and shall be at no cost to the Township.
- Q. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two

(72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.

- R. Applicant understands that it will not be granted Township building or grading permits until the Final Plan, financial security, deed of consolidation, and all appropriate development and financial security agreements, easements, and other required legal documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.
- S. Applicant shall execute a Stormwater Management BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.

3. **Waivers.** The Worcester Township Board of Supervisors hereby confirms the waivers from the provisions of the Township Subdivision and Land Development Ordinance as specifically set forth in Resolution No. 2020-17 granting Preliminary Plan Approval.

- A. § 129-16.B of the Worcester Township Stormwater Management Ordinance - one year/24-hour storm event shall take a minimum of 24 hours to drain from BMPs - to permit the basins to be designed to meet the latest requirements of PA DEP NPDES permit process;
- B. § 129-18.H(3)(a) of the Worcester Township Stormwater Management Ordinance - partial waiver to permit a maximum basin depth of 30 inches in the two-year and ten-year storm event;

- C. § 129-18.C(12) of the Worcester Township Stormwater Management Ordinance - to permit two storm pipe runs to provide 1.25 feet of cover;
- D. § 129-18.H(15) of the Worcester Township Stormwater Management Ordinance - a partial waiver to permit six inches of freeboard for basin spillways;
- E. § 129-18.H(21) and § 129-18.I(1)(j) of the Worcester Township Stormwater Management Ordinance - to permit building walls within the 100-year water surface and basin berm;
- F. § 130-17.D(11) of the Worcester Township Subdivision and Land Development Ordinance - Parking Lot Design - to allow proposed parking spaces to be 9' X 18', and to allow for 22' wide parking lot access drive;
- G. § 130-28.E.1 of the Worcester Township Subdivision and Land Development Ordinance - Tree Survey Plan - to permit the submitted aerial photograph showing the existing vegetation, trees and other green space improvements in lieu of a whole site existing tree survey;
- H. § 130-28.G.4 of the Worcester Township Subdivision and Land Development Ordinance - Street Trees to permit recently installed trees, combined with existing trees to fulfil the requirements, pursuant to correspondence from Woodrow & Associates, Inc. dated September 29, 2020; and
- I. § 130-33.C of the Worcester Township Subdivision and Land Development Ordinance - show existing features within 400' - to allow the aerial photograph of the campus submitted with the application to fulfil the requirement of this Section.

4. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.

5. Effective Date. This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

**RESOLVED** and **ENACTED** this 21<sup>st</sup> day of April, 2021 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Rick DeLello, Chairman

Attest:

\_\_\_\_\_  
Tommy Ryan, Secretary

**ACCEPTANCE**

The undersigned states that he is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he has reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that he accepts the Conditions on behalf of the Applicant and the owner and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

**THE MEADOWOOD CORPORATION**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Paul Nordeman, President**

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-17**

**A RESOLUTION TO ESTABLISH EMERGENCY SERVICE RESPONSE AREAS**

**WHEREAS**, the Board of Supervisors of Worcester Township is responsible under the Pennsylvania Second Class Township Code for the public safety of Township residents; and,

**WHEREAS**, the Board of Commissioners of the County of Montgomery has requested the Township provide a resolution outlining those agencies selected to fulfill the public safety needs of the Township, so to assist in the efficient administration of the emergency communications system of the Montgomery County Department of Emergency Services;

**NOW, THEREFORE, BE IT RESOLVED** that, during the days and times at which Skippack Ambulance occupies an office and stations an ambulance at the Meadowood Senior Living community at Skippack Pike, as confirmed by Worcester Township, the ambulance service areas in Worcester Township shall be as shown on Exhibit A attached hereto, effective the date the Montgomery County Department of Emergency Services establishes and confirms said areas;

**AND FURTHER, BE IT RESOLVED THAT**, at all other days and times at which Skippack Ambulance in not occupying an office and stationing an ambulance at the Meadowood Senior Living community at Skippack Pike, the emergency response areas shall be those as established by Resolution 2021-06, as was approved by the Board of Supervisors on January 4, 2021.

**BE IT RESOLVED THIS 21<sup>ST</sup> DAY OF APRIL, 2021.**

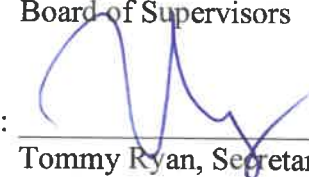
**FOR WORCESTER TOWNSHIP**

By:



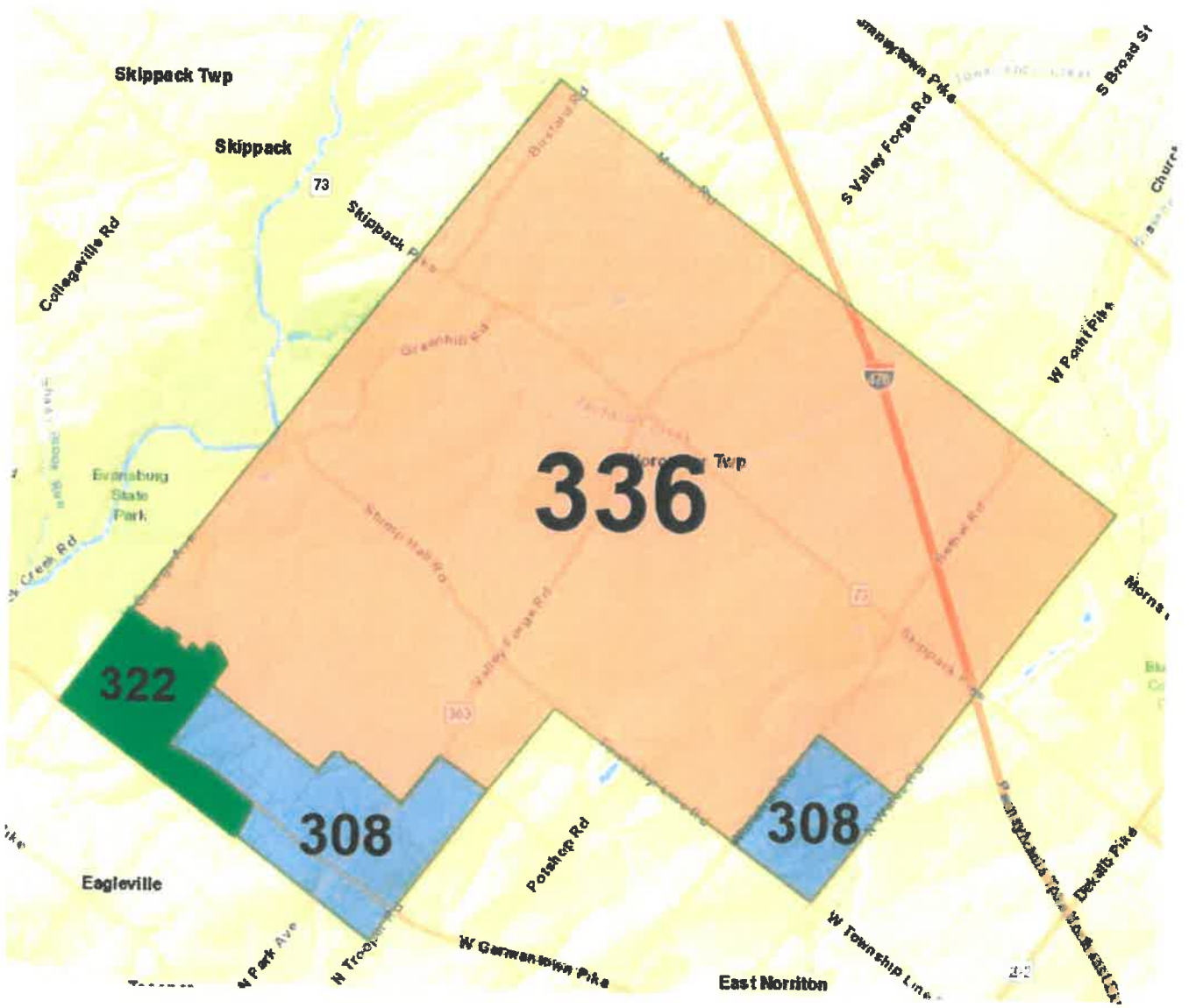
\_\_\_\_\_  
Rick DeLello, Chair  
Board of Supervisors

Attest:



\_\_\_\_\_  
Tommy Ryan, Secretary





TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2021-18

A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION  
TO THE GREENWAYS, TRAILS, AND RECREATION PROGRAM

**BE IT RESOLVED**, that the Board of Supervisors of Worcester Township, Montgomery County hereby request a Greenways, Trails, and Recreation Program (GTRP) grant in the amount of two hundred fifty thousand dollars (\$250,000.00) from the Commonwealth Financing Authority, to be used for the Worcester Township Community Classroom project.

**AND BE IT FURTHER RESOLVED**, that the Applicant does hereby designate Tommy Ryan, Township Manager, as the official to execute all documents and agreements between Worcester Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**RESOLVED THIS 21<sup>ST</sup> DAY OF APRIL, 2021.**

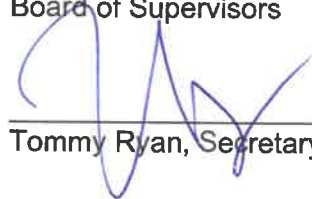
**FOR WORCESTER TOWNSHIP**

By:



Richard DeLello, Chair  
Board of Supervisors

Attest:



Tommy Ryan, Secretary

*I, Tommy Ryan, duly qualified Secretary of the Worcester Township, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Worcester Township Board of Supervisors at a regular meeting held on April 21, 2021 and said Resolution has been recorded in the Minutes of the Worcester Township Board of Supervisors and remains in effect as of this date.*

*IN WITNESS THEREOF, I affix my hand and attach the seal of Worcester Township, Montgomery County on this 21st day of April, 2021.*

date

4/21/21

signature



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-19**

**A RESOLUTION TO AMEND THE  
WORCESTER TOWNSHIP PERSONNEL MANUAL**

**WHEREAS**, the Worcester Township Board of Supervisors did adopt the Worcester Township Personnel Manual (“Personnel Manual”) on September 21, 2016; and; and,

**WHEREAS**, the Board of Supervisors now desires to amend the Personnel Manual;

**NOW, THEREFORE, BE IT RESOLVED**, that the Personnel Manual be revised as follows:

Section 1:

1. Section IV. Work Rules– Drug & Alcohol Use, B.4 will be added to read as follows:

“Any employee who has a CDL License must adhere to the Worcester Township CDL Employee Drug and Alcohol Testing Personnel Policy. This policy may be updated as Federal and State guidelines require, upon approval of the Township Manager and Township Solicitor.”

Section 2:

1. The Worcester Township CDL Employee Drug and Alcohol Testing Personnel Policy is attached hereto as Exhibit A.

**RESOLVED THIS 21<sup>ST</sup> OF APRIL, 2021.**

**FOR WORCESTER TOWNSHIP**

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

Richard DeLello, Chair  
Board of Supervisors

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

Tommy Ryan, Secretary

**CDL EMPLOYEE DRUG AND ALCOHOL TESTING PERSONNEL POLICY  
OF WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA**

This Policy is established by Worcester Township, Montgomery County, PA adopted and effective April 21, 2021, and shall continue in effect until amended or terminated by the employer. If amended, every covered employee shall receive a copy of the new policy.

**I. PURPOSE**

- A. To comply with the state and federal laws and regulations concerning commercial driver's licensed (CDL) employees insofar as they apply to this employer.
- B. To conform the employment policies of this employer with the requirements of said laws and regulations.

**II. APPLICATION**

This Policy shall apply only to the category of employees and applicants for employment who are required to have a CDL license to operate employer-owned, leased or borrowed vehicles or equipment requiring CDL licensure and perform safety-sensitive functions per 49 CFR 382.107, which are any of a broad array of activities related to operating, loading, servicing, or maintaining commercial motor vehicles as further outlined below.

**III. FEDERAL REGULATIONS**

The regulations of the U.S. Federal Motor Carrier Safety Administration (FMCSA) under Title 49 CFR Part 382 and the Pennsylvania Department of Transportation (PennDOT) under Title 67 Pa. Code Chapter 231 are hereby adopted by reference insofar as they apply to this employer, its employees and vehicles, and this Policy.

**IV. POLICY ESTABLISHED**

Employees covered by this policy are prohibited from engaging in the following conduct per 49 CFR 382, Subpart B, while performing safety-sensitive functions:

- 1. Being in possession of any alcohol or illegal drugs in a Township vehicle or on Township Property is prohibited;
- 2. Reporting for or remaining on duty to perform safety-sensitive functions while having a breath alcohol level of 0.04 or greater;
- 3. Using alcohol while performing safety-sensitive functions;
- 4. Performing safety-sensitive functions within four hours after using alcohol;
- 5. Using alcohol any time after an accident until either a post-accident alcohol test is taken or eight hours have elapsed, whichever occurs first;
- 6. Refusing to submit to an alcohol or drug test when required to do so;
- 7. Reporting for or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any drug or substance identified in in federal regulations at 21 CFR 1308.11 Schedule I; and,
- 8. Reporting for or remaining on duty to perform sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other

Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

Violation of these rules will subject the employee to discipline and/or dismissal pursuant to the provisions of Section VII of this policy.

*Performing a safety-sensitive function* means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

*Safety-sensitive function*, as currently defined by 49 CFR Part 382.107, means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- A. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- B. All time inspecting equipment as required by 49 CFR 392.7 and 49 CFR 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- C. All time spent at the driving controls of a commercial motor vehicle in operation;
- D. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth as defined in 49 CFR 393.76;
- E. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and,
- F. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prescription drugs must be kept in their original container identifying the drug, dosage, date of prescription, and prescribing physician. In accordance with the authority given it by 49 CFR 382.213(d), this employer can require that CDL employees inform the employer (using PSATS CDL Program Form Therapeutic Drug Use Disclosure) of the nature of any therapeutic drug(s) or substance(s) they take whether such will or will not impair the employee's ability to safely operate any vehicle or equipment.

#### V. **TESTS ESTABLISHED**

The following drug and alcohol test procedures shall be applicable to all employees and applicants for employment to whom this Policy applies. Modern and confidential testing procedures shall be used which will protect the rights of the driver and the integrity of the testing process, safeguard the validity of the test results, and ensure that results are attributed to the correct driver.

- 1) **Pre-Employment (49 CFR Part 382.301)**: All applicants for employment must receive a negative result on a pre-employment drug test prior to them operating any of the employer's CDL vehicles. Any applicant testing positive will not be considered for employment.
- 2) **Random (49 CFR 382.305)**: The employer has implemented a random testing procedure through the PSATS CDL Program meeting the current requirements of the federal CDL drug and alcohol testing regulations. The procedure shall include employer-paid tests of covered employees on a random basis and shall be conducted without any advance notice.
- 3) **Probable Cause/Reasonable Suspicion (49 CFR Part 382.307)**: Any employee giving probable cause or reasonable suspicion to believe that he or she has engaged in prohibited conduct as established in Section IV above shall be subjected to employer-paid testing immediately upon confirmation of such probable cause by any of the employer's personnel who have successfully completed the federally-required probable cause training. Probable cause shall be limited to behavior or conduct observed at the workplace or in route to a workplace during working hours. Observation and confirmation shall be done by personnel who have received the required training as mandated by federal regulations at 49 CFR 382.603. Trained personnel making probable cause observations shall make and file with the employer a written report (using PSATS CDL Program Probable Cause Investigation Form) detailing the attendant circumstances. Such reports shall be kept confidential and a copy permanently retained in the employee's driver qualification file.
- 4) **Post-accident (49 CFR Part 382.303)**: Any employee involved in an accident as defined herein shall be tested at the employer's expense for drugs as soon after an accident occurs as is possible, but not later than thirty-two (32) hours, and for alcohol as soon after an accident as possible, but not later than eight (8) hours. Municipal employers wanting to implement a post-accident testing policy that is broader than that testing required for CDL employees can only do so through a non-CDL employee testing policy. As for the post-accident testing required of CDL employees, the following applies:
  - a) Testing should not take precedence over needed medical treatment or other needed emergency measures;
  - b) If for any reason the tests cannot be obtained within the times provided, the tests shall not be administered and a record made of the reason. However, refusal to submit to a test or interfering with the successful completion of such a test shall be deemed a positive test result in accordance with Section VI below;
  - c) No employee shall consume alcohol or illegal drugs between the time of the accident and the test administration;
    - i. **POST-ACCIDENT DRUG AND ALCOHOL TESTING**: As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall perform a drug test and alcohol test on its surviving drivers when either of the following conditions occur:
      1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
      2. Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

- a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- ii. **POST-ACCIDENT DRUG TESTING:** As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce or on Township Property, each employer shall perform a drug test on its surviving drivers when the following conditions occur:
- 1. Who receives a citation more than eight (8) hours but less than thirty-two (32) hours after an accident under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

## VI. TEST STANDARDS

No driver shall refuse to submit to a pre-employment controlled substance test required under 49 CFR 382.301, a post-accident alcohol or controlled substance test required under 49 CFR 382.303, a random alcohol or controlled substances test required under 49 CFR 382.305, a reasonable suspicion alcohol or controlled substance test required under 49 CFR 382.307, a return-to-duty alcohol or controlled substances test required under 49 CFR 382.309, or a follow-up alcohol or controlled substance test required under 49 CFR 382.311. This employer shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

Any refusal or failure by the CDL Employee or Applicant to submit to any test required by this Policy or the applicable law and regulations, shall be deemed to be a positive result. Applicants will not be hired, and employees will be subject to the disciplinary provisions of this policy, as a result of a positive test. Refusal to submit to a test under this Policy shall include any act or omission which prevents, thwarts, or frustrates the objectives of this Policy, including without limitation the following:

- (1) refusal to submit in a timely fashion to testing;
- (2) refusal or failure by the employee or applicant to complete, sign, or initial the required testing forms;
- (3) refusal or failure without good cause to provide any sample or provide an adequate sample for testing; and/or
- (4) failure or refusal to otherwise cooperate with the testing process in a way that prevents the completion of any required test.

All required tests shall be completed using federal testing chain-of-custody forms that are designed to protect the rights of the employee and the integrity of the testing process and safeguard the validity of the test results.

- A. Alcohol Testing. Alcohol testing shall be conducted using a federally-approved breathalyzer operated by a certified breath alcohol technician. Any employee receiving an alcohol test result of greater than or equal to 0.02% breath alcohol level, but less than 0.04% breath alcohol level, shall be immediately removed from safety-sensitive duties for 24 hours. Any test result equal to or greater than 0.04% breath alcohol level shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII.
- B. Drug Testing. Drug testing shall be conducted by urine sample that shall be analyzed at a federally-approved testing facility. Any test result confirming the presence of illegal drugs shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII. Any employee testing positive for illegal drugs may request that the split sample of the same specimen be retested, at the employee's expense. Employees must speak with the Medical Review Officer about such request.
- C. Test Transportation. By its own authority, this employer will provide or arrange transportation to and/or from the testing site, job site or the employer's facilities, as appropriate, under the following circumstances:
  - a. All probable cause tests;
  - b. All alcohol tests with results of greater than or equal to 0.02% breath alcohol level; or,
  - c. If the employer has reason to believe that the employee has engaged in prohibited conduct regardless of whether the employee would be required to submit to a probable cause test.

**VII. POSITIVE TESTS & RETURN-TO-CDL DUTY**

The consequence for any employee who has engaged in prohibited conduct is identified below:

**RETURN-TO-DUTY OFFERED ONCE**

An employee who tests positive for a drug and/or alcohol test must immediately be removed from safety-sensitive functions. This employee will be allowed to return-to-duty if this is the employee's first positive test and the employee, prior to returning to CDL duty:

1. Consults with a drug and alcohol abuse professional at the employee's expense within 2 weeks of notification of a positive test; and
2. Completes all recommended treatment at the employee's expense; and



3. Completes all necessary drug and/or alcohol tests at the employee's expense and obtains negative results on the Return-to-Duty test required by 49 CFR Part 382.309 and all subsequent Follow-up-tests required by 49 CFR Part 382.11, and if for drug tests, all shall be collected under observed conditions per 40 CFR Part 67(b).

*Any subsequent positive result to a drug and/or alcohol test by this same employee will subject that employee to immediate dismissal.*

#### **VIII. RETURN-TO-DUTY AND FOLLOW-UP TESTING**

If an employee who tests positive for a drug and/or alcohol test is offered the chance to return-to-duty, that employee:

- (1) shall be in a probationary employment period until termination of any required counseling and;
- (2) shall be subject to and pay for any and all required counseling, the return-to-duty test, and all unannounced follow-up tests required by the Substance Abuse Professional following return to CDL duty.

Regarding follow-up testing, the employee shall, per 49 CFR Part 382.503, be subject to at least six unannounced follow-up tests in the first twelve months after the employee's negative return-to-duty test and can be kept under required counseling by the Substance Abuse Professional for up to five years. A positive result on any test administered during this probationary period, including any random tests, or failure to abide by any required counseling, automatically subjects the employee to immediate dismissal.

#### **IX. TEST RESULTS**

Employees will be notified of their positive test results. Test results shall be retained by the Medical Review Officer responsible for analyzing the employee's test results. Said results shall be held in strictest confidence and shall be accessible only to the employee, the employer, and such other persons authorized by law and shall not be released to any other person except with the written consent of the employee.

#### **X. CONFIDENTIALITY OF DOCUMENTS**

All files, documents, and records of the employer related to the application of this Policy to individual employees shall be deemed and kept confidential by the employer.

#### **XI. RECORDKEEPING**

Records relating to the administration and results of the employer's drug and alcohol testing program for its CDL drivers will be maintained in accordance with 49 CFR Part 382.401.

All drug and alcohol tests will be conducted by licensed facilities and analyzed by a Medical Review Officer (MRO). The PSATS CDL Program's MRO is a licensed doctor of medicine with knowledge of drug and alcohol abuse disorders and is employed by this consortium which the employer has joined to conduct alcohol and drug testing in accordance with the federal regulations. The MRO shall be the sole custodian of any individual's test results.

#### **XII. ACCESS TO TEST RESULTS AND FINDINGS**

No person other than the employer's designated contact person may obtain the individual test results retained by the Medical Review Officer, and no Medical Review Officer shall release the individual test results of any employee to any person, without first obtaining written authorization from the tested individual, unless as otherwise required by law.

### **XIII. EMPLOYEE ASSISTANCE PROGRAM**

The employer shall establish the following:

- A. Employees who test positive for drugs or alcohol shall be personally responsible for obtaining and paying for a Substance Abuse Professional for consultation and treatment. Employees needing a Substance Abuse Professional can contact American Substance Abuse Professionals, Inc at (888) 792-2727 to arrange for the necessary counseling with an approved Substance Abuse Professional available in the area.
- B. Owing to the negative effects of drug use and alcohol misuse on an individual's health, work, and personal life, this employer encourages its employees wanting additional educational and training material on drug and alcohol problems to contact EAP regarding any services provided.
- C. Further, any covered employee exhibiting an indication of a drug or alcohol problem will be asked to seek counseling as a condition of continued employment. Any covered employee exhibiting an indication of prohibited conduct shall be investigated to determine if a probable cause test is warranted.
- D. An annual one-hour training and educational program for covered employees that shall include a review of this personnel policy and other pertinent matters.
- E. Training in drug and alcohol detection and related matters for all supervisory personnel of this employer's CDL employees. This training may be satisfied by attendance at a PSATS CDL Program probable cause workshop.

### **XIV. CDL INFORMATION CONTACT**

The following person is designated by this employer for the purpose of providing information to employees concerning the federal laws and regulations governing the testing of CDL employees and for implementing and monitoring the employer's compliance with the federal testing program:

James Wheeler, Manager  
PSATS CDL Program  
4855 Woodland Drive  
Enola, PA, 17025  
(E): cdl@psats.org  
(P): 800-235-75759  
(I): cdl.psats.org

### **XV. MISCELLANEOUS**

- A. This Policy shall be implemented with the constitutional and legal rights of the employees subjected to it.
- B. This Policy shall not be deemed to be a covenant of employment or other form of covenant or contract between the employer and any employee.
- C. Any collective bargaining agreement entered by the employer subsequent to the adoption of this Policy shall conform to the provisions of this Policy.

- D. Any agreement for the sharing, leasing, lending, or other transfer of CDL employees between the employer and any other municipality or private enterprise shall address in writing the status of said employees as to whether they are employees of the receiving entity during the period of the transfer.
- E. Any contract for services involving CDL employees shall expressly state whether the contracting party is an independent contractor or employee of the employer. Any contractor must regularly, during the life of any contract, provide to the employer the appropriate documents showing their continued compliance with the federal CDL act and regulations.
- F. The definition of terms shall be as contained in the relevant federal and state regulations.
- G. A copy of this Policy shall be delivered to every employee and applicant for employment who is subject to it and to all supervisory personnel. All employees shall sign an acknowledgment of receipt of the Policy which shall be permanently retained in the employee's personnel file.
- H. A copy of the controlling law and federal regulations shall be maintained in the employer's offices and shall be accessible to employees, upon request.
- I. This Policy will be limited by any applicable federal or state law, or by municipal ordinance or any applicable collective bargaining agreement which does not contravene such laws.
- J. Employees agree to waive any liability against the employer arising out of the employer's administration of this Policy and its administration of the program established pursuant to the federal law or regulations regarding the employer's responsibility for CDL drivers.

###

5-20-21

Resolution 2021-20

was not adopted

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-21**

**A RESOLUTION TO GRANT FINAL LAND DEVELOPMENT APPROVAL  
OF NEW MEMORY CARE FACILITY FOR MEADOWOOD SENIOR  
LIVING**

**WHEREAS**, the Meadowood Corporation (hereinafter referred to as "Applicant") has submitted a Plan of Land Development to Worcester Township and has made application for Final Plan Approval of a plan known as New Memory Care Facility for Meadowood Senior Living Plan. The Applicant is owner of four parcels consisting of an approximate 118.2056 acres of land and PECO leasehold area (Block 28, Unit 66) of approximately 12.876 acres, located at 3205 Skippack Pike, Worcester Township, Montgomery County, Pennsylvania in the LPD Land Preservation Zoning District of the Township, being Tax Parcel No. 67-00-03185-006 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes the construction of a memory care building which will consist of 20 units, and additional area for support staff. The Plan also shows the construction of a new parking lot adjacent to the Victory Garden area and a trail and new pedestrian bridge to access the Victory Garden (the "Development"); and

**WHEREAS**, said plan received a recommendation for Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 25, 2021; and

**WHEREAS**, the Final Plan for the proposed land development, prepared by Woodrow & Associates, Inc., titled, "New Memory Care Facility for Meadowood Senior Living" consisting of 25 sheets, dated July 13, 2020, with latest revisions dated February 8, 2021, a Post-Construction Stormwater Management Report dated July 2020, revised February 2021, and an Erosion and Sediment Control Report dated July 2020, revised February 2021, is now in a form suitable for Final Plan Approval (the "Plan(s)" or "Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

IT IS HEREBY RESOLVED by the Board of Supervisors of Worcester Township, as follows:

1. Approval of Plan. The Final Plan prepared by Woodrow & Associates, Inc. as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of March 4, 2021 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of August 21, 2020.
- C. Compliance with all comments and conditions set forth in the McMahan Associates, Inc. review letter of March 16, 2021.
- D. Compliance with all conditions set forth in the Decisions and Orders of the Worcester Township Zoning Hearing Board for Application No. 2020-04, entered on April 6, 2020, and Application No. 2020-07, entered on July 14, 2020.
- E. Compliance with all conditions set forth in the Decision and Order of the Worcester Township Board of Supervisors for Conditional Use Application No. 2020-01 entered on September 16, 2020 for the installation of a pedestrian bridge in the riparian corridor.
- F. Payment to the Township of a Traffic Impact Fee, in the total amount of \$19,885.00, which shall be paid at the time of submission of a building permit application for the Memory Care Facility to be built.

- G. Applicant shall conduct a traffic study (complete with all signal warrant evaluation and alternatives investigated for possible additional access to/from the property) and trip generation counts be conducted after both The Grove and Memory Care Facility are fully occupied, and after COVID-19 restrictions have been lifted, as the direction of the Township. Subsequent to the traffic study to be conducted and pursuant to paragraph 2 of the McMahon review of March 16, 2021, an additional Traffic Impact Fee may be assessed, if same is necessitated by the trip generations revealed in the study.
- H. If the traffic study finds that a warrant exists for the installation of a traffic signal at the community's existing entranceway at Skippack Pike, the Applicant shall install this traffic signal, and all related expenses, at the sole cost of the Applicant, within two years of the Township providing written notice to the Applicant. In the alternate the Board of Supervisors may, in its sole discretion, require the Applicant to realign the entranceway to access Skippack Pike opposite Hollow Road, and to have a traffic signal installed at this location. In this instance the entranceway for the Meadowood community on Skippack Pike shall be relocated by the Applicant, and the Applicant shall be responsible for all engineering, permitting, construction and inspection costs to relocate the entranceway up to the legal right-of-way of Skippack Pike. All other intersection improvements that are required to make the intersection operations safe and efficient, and any related expenses for the engineering, permitting, construction and inspection, shall be shared equally by the Township and Applicant, less any grant funding received, which shall equally offset the cost share of the Township and Applicant.

- I. Applicant shall purchase 14 EDUs at \$1,900 per EDU, 10 for the Memory Care Facility, 1 for the office use at 3103 Skippack Pike, and 3 for the residential rental use at 3031 Skippack Pike, to be connected to public sewer. The total amount due of \$26,600.00 shall be paid prior to recording of the Final Plan.
- J. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- K. Prior to recording the Final Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.
- L. The aforesaid Agreement shall also include financial security to secure the completion of the improvements set forth on the Subdivision/Land Development record Plan - Meadowood Senior Living, prepared by Woodrow and Associates, Inc. dated December 16, 2019 which was granted Preliminary/Final Approval pursuant to Resolution No. 2020-12. In addition, prior to recording the Final Plan the Applicant shall satisfy all conditions set forth in Resolution 2020-12.
- M. Following approval of the Final Plan, the Applicant shall provide to the Township for signature that number of Final Plans required for recording and filing with the various Departments of Montgomery



County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.

- N. The Applicant shall provide a copy of the recorded Final Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- O. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
- P. The Development shall be constructed in strict accordance with the content of the Final Plans, notes on the Plan and the terms and conditions of this Resolution of Final Plan Approval.
- Q. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes on the Plans, this Final Approval Resolution, and any required Agreements shall be borne entirely by the Applicant, and shall be at no cost to the Township.
- R. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
- S. Applicant understands that it will not be granted Township building or grading permits until the Final Plan, financial security, deed of consolidation, and all appropriate development and financial security agreements, easements, and other required legal documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work

performed on this project without the proper permits, approvals, and agreements in place will be stopped.

- T. Applicant shall execute a Stormwater Management BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.

3. Waivers. The Worcester Township Board of Supervisors hereby confirms the waivers from the provisions of the Township Subdivision and Land Development Ordinance as specifically set forth in Resolution No. 2020-17 granting Preliminary Plan Approval.

- A. § 129-16.B of the Worcester Township Stormwater Management Ordinance - one year/24-hour storm event shall take a minimum of 24 hours to drain from BMPs - to permit the basins to be designed to meet the latest requirements of PA DEP NPDES permit process;
- B. § 129-18.H(3)(a) of the Worcester Township Stormwater Management Ordinance - partial waiver to permit a maximum basin depth of 30 inches in the two-year and ten-year storm event;
- C. § 129-18.C(12) of the Worcester Township Stormwater Management Ordinance - to permit two storm pipe runs to provide 1.25 feet of cover;
- D. § 129-18.H(15) of the Worcester Township Stormwater Management Ordinance - a partial waiver to permit six inches of freeboard for basin spillways;
- E. § 129-18.H(21) and § 129-18.I(1)(j) of the Worcester Township Stormwater Management Ordinance - to permit building walls within the 100-year water surface and basin berm;
- F. § 130-17.D(11) of the Worcester Township Subdivision and Land Development Ordinance - Parking Lot Design - to

allow proposed parking spaces to be 9' X 18', and to allow for 22' wide parking lot access drive;

- G. § 130-28.E.1 of the Worcester Township Subdivision and Land Development Ordinance - Tree Survey Plan - to permit the submitted aerial photograph showing the existing vegetation, trees and other green space improvements in lieu of a whole site existing tree survey;
- H. § 130-28.G.4 of the Worcester Township Subdivision and Land Development Ordinance - Street Trees to permit recently installed trees, combined with existing trees to fulfil the requirements, pursuant to correspondence from Woodrow & Associates, Inc. dated September 29, 2020; and
- I. § 130-33.C of the Worcester Township Subdivision and Land Development Ordinance - show existing features within 400' - to allow the aerial photograph of the campus submitted with the application to fulfil the requirement of this Section.


4. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.

5. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

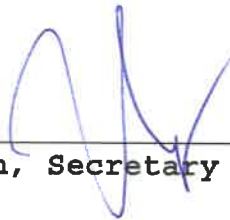
**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

RESOLVED and ENACTED this 19<sup>th</sup> day of May, 2021 by the Worcester Township Board of Supervisors.

WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS

By:   
Rick DeLello, Chairman

Attest:

  
Tommy Ryan, Secretary

**ACCEPTANCE**

The undersigned states that he is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he has reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that he accepts the Conditions on behalf of the Applicant and the owner and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

**THE MEADOWOOD CORPORATION**

Date: 5/27/2021

By: Paul Nordeman  
**Paul Nordeman, President**

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-22**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
FOR THE 2021 ROUND OF THE COUNTY TRANSPORTATION PROGRAM**

**WHEREAS**, the Board of Supervisors of Worcester Township seeks to make improvements to five bridges in Worcester Township; and,

**WHEREAS**, Montgomery County has established the County Transportation Program as a competitive funding program to assist municipalities with improving transportation infrastructure throughout the County; and,

**WHEREAS**, Montgomery County is accepting grant applications to fund transportation projects that meet the eligibility requirements for County Fee for Local Use funds, including construction and repair of public roads and bridges, acquisition and maintenance of traffic signs and signals, lane and crosswalk painting and marking, and curb ramps; and,

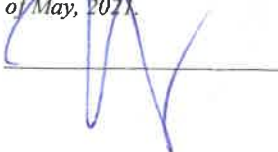
**WHEREAS**, Worcester Township wishes to obtain \$58,120 from the 2021 County Transportation Program to match the local funding commitment of \$58,120 for the Worcester Township Bridge Improvement Project, for a total project cost of \$116,240;

**NOW BE IT RESOLVED**, that the Board of Supervisors hereby designates Stacy Crandell, Assistant Township Manager, as the official to execute all documents and agreements between the Worcester Township and Montgomery County needed to facilitate and assist in obtaining the requested grant.

**RESOLVED THIS 19<sup>TH</sup> DAY OF MAY, 2021.**

*I, Tommy Ryan, duly qualified Secretary of the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a regular meeting held the 19<sup>th</sup> day of May, 2021, and said Resolution has been recorded in the minutes of the Board of Supervisors and remains in effect as of this date.*

*IN WITNESS THEREOF, I affix by hand and attach the seal of the Township of Worcester this 19<sup>th</sup> day of May, 2021.*



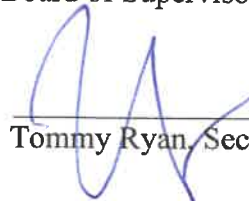
**FOR WORCESTER TOWNSHIP**

By:



Richard DeLello, Chair  
Board of Supervisors

Attest:



Tommy Ryan, Secretary

DEP Code No.  
1-46962-208-36

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (~~COMMISSIONERS~~) (~~COUNCILMEN~~) of WORCESTER  
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

**WHEREAS** MARY ELLEN MOONEY  
land developer

3421 SKIPPAK PIKE, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

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

**WHEREAS**, WORCESTER TWP  
municipality

finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

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

I [Signature], Secretary, Worcester  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2021-23, adopted, May 19, 20 21.

Municipal Address:

1721 Valley Forge Rd  
Post Office Box 767  
Worcester, PA 19490  
Telephone (610) 584-1410

Seal of  
Governing Body

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-24**

**A RESOLUTION TO GRANT PRELIMINARY/FINAL  
SUBDIVISION APPROVAL OF  
2625 SKIPPACK PIKE MINOR SUBDIVISION PLAN**

**WHEREAS**, Bethel Development Associates, LP (hereinafter referred to as "Applicant") has submitted a Subdivision Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as 2625 Skippack Pike Minor Subdivision Plan. The Applicant is Bethel Development Associates, LP, owner of an approximate 195,202 square foot parcel of land located at 2625 Skippack Pike, Worcester Township, Montgomery County, Pennsylvania in the R-175 Residential Zoning District of the Township, being Tax Parcel No. 67-00-03262-001 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes the subdivision of an existing 195,202 square foot parcel into two lots. Lot 1 will contain the existing dwelling on the property; Lot 2 is proposed to be a future building lot (the "Development"); and

**WHEREAS**, said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 25, 2021; and

**WHEREAS**, the Preliminary/Final Plan for the proposed subdivision, prepared by Chambers Associates, Inc., titled, "2625 Skippack Pike Minor Subdivision Plan" consisting of one sheet, dated December 1, 2020, with latest revisions dated February 9, 2021, is now in a form suitable for Preliminary/Final Plan Approval (the "Plan(s)" or "Preliminary/Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,**

**IT IS HEREBY RESOLVED** by the Board of Supervisors of Worcester Township, as follows:



1. Approval of Plan. The Preliminary/Final Plan as described above, is hereby approved, subject to the conditions set forth below.

2. Conditions of Approval. The approval of the Preliminary/Final Plan is subject to strict compliance with the following conditions:

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of February 23, 2021 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of December 23, 2020.
- C. Compliance with all comments and conditions set forth in the McMahan Associates, Inc. letter of March 8, 2021 concerning Land Development Review and Waiver Request Review, absent comment #3, regarding the relocation of the shared driveway.
- D. Prior to recording of the Final Plan, Applicant shall purchase one EDU for Lot 2.
- E. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- F. The Applicant's obligation to install road frontage improvements pursuant to Section 130-16, sidewalks along all road frontages pursuant to Section 130-18.A, and curbing along all streets or road frontages pursuant to Section 130-18.B shall be deferred until such time as required by the Township. Future owners of each lot shall be responsible for the installation of the aforesaid improvements along their respective road frontages

when requested by Worcester Township, at no cost to Worcester Township.

- G. The Applicant's obligation to install landscaping on Lot 2 pursuant to Section 130-28 shall be deferred until the development of Lot 2.
- H. In conjunction with the application for a building permit for Lot 2, a full plot plan of Lot 2 shall be provided to the Township for review and approval by the Township Engineer; the plot plan shall depict the proposed location of the house, the grading of the lot, and all associated facilities, including utilities, landscaping, stormwater management facilities, and the access driveway. In addition, the Applicant for the Lot 2 building permit shall comply with all requirements of the Township Stormwater Management Ordinance. BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.
- I. An Easement Agreement, in form satisfactory to the Township Solicitor and Township Engineer regarding the 45 foot wide utility and access easement shall be recorded contemporaneously with Plan recording.
- J. A Sanitary Sewer Easement Agreement, in form satisfactory to the Township Solicitor and Township Engineer regarding the shared sewer lateral crossing through Lot 2 shall be recorded contemporaneously with Plan recording.
- K. Concrete monuments must be set prior to Plan recording, or an escrow shall be established to guarantee the monument placement.
- L. The Applicant shall provide to the Township for signature that number of Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the

- Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.
- M. The Applicant shall provide a copy of the recorded Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
  - N. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
  - O. The Development shall be in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.
  - P. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, and the Agreement shall be borne entirely by the Applicant, and shall be at no cost to the Township.
  - Q. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
  - R. Applicant understands that it will not be granted Township building or grading permits until the record plan, financial security, and all appropriate development and financial security agreements, easements, and other required legal documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.

3. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.

4. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Preliminary/Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Preliminary/Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

**RESOLVED** and **ENACTED** this 16<sup>th</sup> day of June, 2021 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By: 

Rick DeLello, Chairman

Attest:


  
\_\_\_\_\_  
Tommy Ryan, Secretary

ACCEPTANCE

The undersigned states that he/she is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he/she has reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that he/she accepts the Conditions on behalf of the Applicant and the owner and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

BETHEL DEVELOPMENT ASSOCIATES, LP

Date: July 9, 2021

By: 

Noble Manor Inc, GP

Pat Sparango, President Noble Manor Inc.

(PRINT NAME AND TITLE)

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-25**

**A RESOLUTION TO ACCEPT DEDICATION OF  
APPLEWOOD DRIVE, OLD FORGE WAY,  
BERKS ROAD RIGHT-OF-WAY, SKIPPACK PIKE WEST  
RIGHT-OF-WAY AND SKIPPACK PIKE EAST RIGHT-OF-WAY**

**WHEREAS, SPARANGO LAND PARTNERSHIP III, LP**, (referred to herein as “Grantors”) have developed a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (“Premises”) known as Applewood Estates Subdivision; and,

**WHEREAS**, the Grantors, for and in consideration of One Dollar (\$1.00), desire to dedicate to Worcester Township (“Grantee”) for public use and enjoyment certain roads and associated right-of-way along the following roads: Applewood Drive, Old Forge Way, and a portion of Berks Road, Skippack Pike West and Skippack Pike East; and,

**WHEREAS**, the Grantee, by accepting the Deeds of Dedication and recording said Deeds and this Resolution, accepts the parcels of ground, more particularly described in Exhibit A attached hereto and made a part hereof, as and for public roads and highways;

**NOW THEREFORE BE IT RESOLVED** that the Worcester Township Board of Supervisors accepts the Deeds of Dedication for the described properties to have and to hold, forever, as for public roads and highways, 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 the purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

**RESOLVED THIS 15<sup>th</sup> DAY OF September, 2021.**

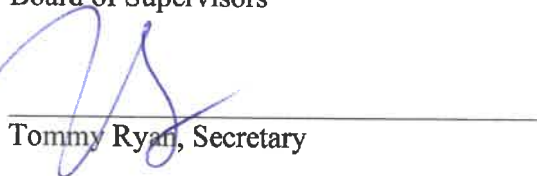
**FOR WORCESTER TOWNSHIP**

By:



Richard DeLello, Chair  
Board of Supervisors

Attest:



Tommy Ryan, Secretary

Exhibit "A"

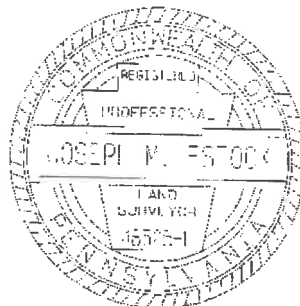


**DEED OF DEDICATION  
APPLEWOOD DRIVE  
July 29, 2021**

**ALL THAT CERTAIN** lot or parcel of land, situate in the Township of Worcester, County of Montgomery, and Commonwealth of Pennsylvania, being bounded and described in accordance with a subdivision plan of Applewood Estates made for Sparango Construction Co., as prepared by Bursich Associates, Inc. dated November 27, 2002, last revised March 15, 2005 and recorded at the Office of the Montgomery County Recorder of Deeds in Norristown, Pennsylvania in Plan Book 25, Page 59, as follows, to wit:

**BEGINNING** at a concrete monument on the Northwesterly Ultimate Right-of-Way Line of Berks Road (SR 3004)(46.5 feet wide) being 30 feet from the centerline thereof; said point being measured the two (2) following courses and distances from a concrete monument on the Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073)(Variable Width Right-of-Way) being 50 feet from the centerline thereof: (1) along the arc of a circle, curving to the right, having a radius of 20.00 feet, the arc distance of 31.23 feet to a concrete monument a point of tangency; and (2) South 37 degrees 58 minutes 13 seconds West, 355.07 feet to a concrete monument being the point of beginning; thence from said beginning point leaving the said side of Berks Road (SR 3004) extending along the Northeasterly side of Applewood Drive the four (4) following courses and distances: (1) along the arc of a circle, curving to the right, having a radius of 25.00 feet, the arc distance of 38.86 feet to a concrete monument, a point of tangency; (2) thence North 52 degrees 57 minutes 53 seconds West, 881.92 feet to a concrete monument, a point of curvature; (3) thence along the arc of a circle curving to the right, having a radius of 975.00 feet, the arc distance of 293.27 feet to a concrete monument, a point of tangency; and (4) thence North 35 degrees 43 minutes 52 seconds West, 188.26 feet to a concrete monument, a point of curvature, on the turnaround portion of the cul-de-sac at the terminus of Applewood drive; thence along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 209.44 feet to a concrete monument, a point of reverse curvature; thence along the arc of a circle curving to the right, having a radius of 50.00 feet, the arc distance of 52.36 feet to a concrete monument, a point of tangency on the Southwesterly side of Applewood Drive; thence extending along the said side of Applewood Drive the four (4) following courses and distances: (1) South 35 degrees 43 minutes 52 seconds East, 101.66 feet to a concrete monument, a point of curvature; (2) thence along the arc of a circle curving to the left, having a radius of 1025.00 feet, the arc distance of 308.30 feet to a concrete monument, a point of tangency; (3) thence South 52 degrees 57 minutes 53 seconds East, 880.29 feet to a concrete monument, a point of curvature; and (4) thence along the arc of a circle curving to the right, having a radius of 25.00 feet, the arc distance of 39.68 feet to a concrete monument, a point of tangency along the aforementioned Northwesterly Ultimate Right-of-Way Line of Berks Road (SR 3004); thence extending along the said side of Berks Road (SR 3004), not shown on plan, North 37 degrees 58 minutes 13 seconds East, 100.01 feet to the first mentioned point and place of beginning.

**CONTAINING:** 76,118 square feet (1.75 acres), more or less.





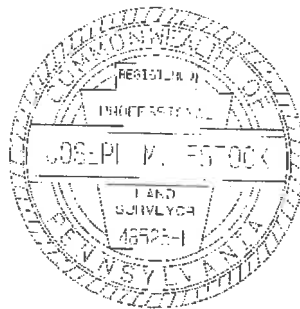


**DEED OF DEDICATION**  
**OLD FORGE WAY**  
**July 29, 2021**

**ALL THAT CERTAIN** lot or parcel of land, situate in the Township of Worcester, County of Montgomery, and Commonwealth of Pennsylvania, being bounded and described in accordance with a subdivision plan of Applewood Estates made for Sparango Construction Co., as prepared by Bursich Associates, Inc. dated November 27, 2002, last revised March 15, 2005 and recorded at the Office of the Montgomery County Recorder of Deeds in Norristown, Pennsylvania in Plan Book 25, Page 58, as follows, to wit:

**BEGINNING** at a concrete monument on the Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073) (Variable Width Right-of-Way) being 50 feet from the centerline thereof; said point being measured northwesterly along the said side of Skippack Pike (SR 0073) along the arc of a circle, curving to the right, having a radius of 23,425.29 feet, the arc distance of 101.31 feet from a corner of Open Space 'B' on the line of lands now or formerly of the Myers Family Partnership II, L.P; thence from said beginning point leaving the said side of Skippack Pike (SR 0073) extending along the Southeasterly side of Old Forge Way, the six (6) following courses and distances: (1) along the arc of a circle, curving to the left, having a radius of 25.00 feet, the arc distance of 39.28 feet to a concrete monument, a point of tangency; (2) thence South 36 degrees 56 minutes 21 seconds West, 157.32 feet to a concrete monument, a point of curvature; (3) thence along the arc of a circle curving to the right, having a radius of 225.00 feet, the arc distance of 112.00 feet to a concrete monument, a point of tangency; (4) thence South 65 degrees 27 minutes 32 seconds West, 141.60 feet to a concrete monument, a point of curvature; (5) thence along the arc of a circle curving to the left, having a radius of 475.00 feet, the arc distance of 235.19 feet to a concrete monument, a point of tangency; and (6) thence South 37 degrees 05 minutes 23 seconds West, 95.52 feet to a concrete monument, a point of curvature on the turnaround portion of the cul-de-sac at the terminus of Old Forge Way; thence along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 36.14 feet to a concrete monument, a point of reverse curvature; thence along the arc of a circle curving to the right, having a radius of 50.00 feet, the arc distance of 229.35 feet to a concrete monument, a point of reverse curvature; thence along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 36.14 feet to a concrete monument, a point of tangency on the Northwesterly side of Old Forge Way; thence extending along the said side of Old Forge Way, the six (6) following courses and distances: (1) North 37 degrees 05 minutes 23 seconds East, 95.52 feet to a concrete monument, a point of curvature; (2) thence along the arc of a circle curving to the right, having a radius of 525.00 feet, the arc distance of 259.95 feet to a concrete monument, a point of tangency; (3) thence North 65 degrees 27 minutes 32 seconds East, 141.60 feet to a concrete monument, a point of curvature; (4) thence along the arc of a circle curving to the left, having a radius of 175.00 feet, the arc distance of 87.11 feet to a concrete monument, a point of tangency; (5) thence North 36 degrees 56 minutes 21 seconds East, 157.22 feet to a concrete monument, a point of curvature; and (6) thence along the arc of a circle curving to the left, having a radius of 25.00 feet, the arc distance of 39.15 feet to a concrete monument, a point of tangency on the aforementioned Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073); thence extending along the said side of Skippack Pike (SR 0073) crossing Old Forge Way along the arc of a circle curving to the left having a radius of 23,425.29 feet, the arc distance of 99.89 feet (not shown on plan) to the first mentioned point and place of beginning.

**CONTAINING:** 47,482 square feet (1.09 acres), more or less.



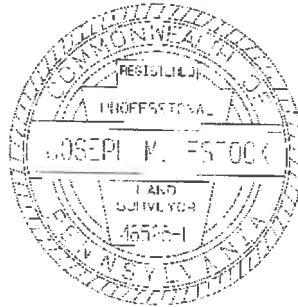


**LEGAL DESCRIPTION**  
**BERKS ROAD**  
**July 29, 2021**

**ALL THAT CERTAIN** lot or parcel of land, situate in the Township of Worcester, County of Montgomery, and Commonwealth of Pennsylvania, being bounded and described in accordance with a subdivision plan of Applewood Estates made for Sparango Construction Co., as prepared by Bursich Associates, Inc. dated November 27, 2002, last revised March 15, 2005 and recorded at the Office of the Montgomery County Recorder of Deeds in Norristown, Pennsylvania in Plan Book 25, Page 59, as follows, to wit:

**BEGINNING** at a concrete monument on the Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073)(Variable Width Right-of-Way) and the Northwesterly Ultimate Right-of-Way Line of Berks Road (SR 3004); thence from said point of beginning, extending along the said side of Berks Road (SR 3004) along the arc of a circle curving to the right, having a radius of 20.00 feet and an arc distance of 31.23 feet to a concrete monument, a point of tangency on the Northwesterly Ultimate Right-of-Way Line of Berks Road (SR 3004)(46.5 feet wide), being 30 feet from the centerline thereof; thence extending along the said side of Berks Road (SR 3004) along Lot 23, crossing Applewood Drive and along Open Space 'C', South 37 degrees 58 minutes 13 seconds West, 669.70 feet to a concrete monument on the line of lands now or formerly of Richard J. and Sandra N. Kirkpatrick; thence extending along said lands of Kirkpatrick, South 52 degrees 57 minutes 53 seconds East, 30.00 feet to a point on the centerline of Berks Road (SR 3004); thence extending along the centerline of Berks Road (SR 3004), North 37 degrees 58 minutes 13 seconds East, 688.83 feet to a point at the intersection of the said centerline and the Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073) extended; thence extending along the said side of Skippack Pike (SR 0073) extended, North 51 degrees 34 minutes 54 seconds West, 49.81 (not shown on the plan) to the first mentioned point and place of beginning.

**CONTAINING:** 20,760 square feet (0.4766 acres), more or less.



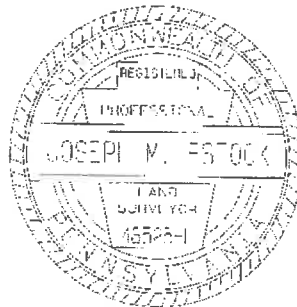


**LEGAL DESCRIPTION  
SKIPPACK PIKE (EAST)  
July 29, 2021**

**ALL THAT CERTAIN** lot or parcel of land, situate in the Township of Worcester, County of Montgomery, and Commonwealth of Pennsylvania, being bounded and described in accordance with a subdivision plan of Applewood Estates made for Sparango Construction Co., as prepared by Bursich Associates, Inc. dated November 27, 2002, last revised March 15, 2005 and recorded at the Office of the Montgomery County Recorder of Deeds in Norristown, Pennsylvania in Plan Book 25, Page 59, as follows, to wit:

**BEGINNING** at a concrete monument on the Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073)(Variable Width Right-of-Way) and the Northwesterly Ultimate Right-of-Way Line of Berks Road (SR 3004) being 50 feet from the centerline of Skippack Pike (SR 0073); thence from said point of beginning, extending along the said side of Skippack Pike (SR 0073) along Lot 23, North 51 degrees 34 minutes 54 seconds West, 232.01 feet to a concrete monument, a point of curvature; thence continuing along Lot 23 along the arc of a circle curving to the left, with a radius of 7,431.60 feet and an arc distance of 273.62 feet to a concrete monument, a point of tangency; thence extending partly along Lot 23 and Open Space 'C', North 53 degrees 16 minutes 59 seconds West, 949.60 feet to a concrete monument; thence continuing along Open Space 'C', North 53 degrees 16 minutes 59 seconds West, 152.33 feet to a concrete monument on the line of lands now or formerly of the Myers Family Partnership II L.P.; thence extending along the said lands of Myers into the bed of Skippack Pike (SR 0073), North 53 degrees 29 minutes 08 seconds East, 57.00 feet to a point; thence continuing through the bed of Skippack Pike (SR 0073), South 52 degrees 06 minutes 42 seconds East, 1,641.82 feet to a point on the centerline of the aforesaid Berks Road (SR 3004); thence extending along the centerline of Berks Road (SR 3004), North 37 degrees 58 minutes 13 seconds East, 32.48 feet (not shown on plan) to the intersection of the centerline of Berks Road (SR 3004) and the Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073) extended; thence extending along the said side of Skippack Pike (SR 0073) extended (not shown on plan), North 51 degrees 34 minutes 54 seconds West, 49.81 feet to a concrete monument to the first mentioned point and place of beginning.

**CONTAINING:** 64,732 square feet (1.4860 acres), more or less.



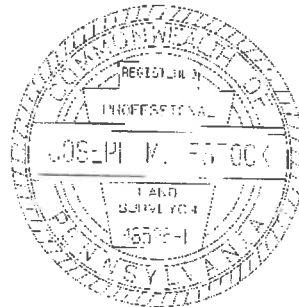


**LEGAL DESCRIPTION  
SKIPPACK PIKE (WEST)  
July 29, 2021**

**ALL THAT CERTAIN** lot or parcel of land, situate in the Township of Worcester, County of Montgomery, and Commonwealth of Pennsylvania, being bounded and described in accordance with a subdivision plan of Applewood Estates made for Sparango Construction Co., as prepared by Bursich Associates, Inc. dated November 27, 2002, last revised March 15, 2005 and recorded at the Office of the Montgomery County Recorder of Deeds in Norristown, Pennsylvania in Plan Book 25, Page 58, as follows, to wit:

**BEGINNING** at a concrete monument on the Southwesterly Ultimate Right-of-Way Line of Skippack Pike (SR 0073) (Variable Width Right-of-Way) being 50 feet from the centerline thereof, a corner of Open Space 'B' along the line of lands now or formerly of the Myers Family Partnership II, L.P.; thence from said point of beginning, extending along the said side of Skippack Pike (SR 0073) along Open Space 'B' along the arc of a circle curving to the right, having a radius of 23,425.29 feet, the arc distance of 101.31 feet to a concrete monument on the Southeasterly Ultimate Right-of-Way Line of Old Forge Way; thence continuing along the said side of Skippack Pike (SR 0073) crossing Old Forge Way along the arc of a circle curving to the right having a radius of 23,425.29 feet, the arc distance of 99.89 feet to a concrete monument on the Northwesterly Ultimate Right-of-Way Line of Old Forge Way; thence continuing along the said side of Skippack Pike (SR 0073) along Lot 10 along the arc of a circle curving to the right, with a radius of 23,425.65 feet the arc distance of 199.13 feet to a concrete monument, a point of tangency; thence continuing along the said side of Skippack Pike (SR 0073) along Lot 10, North 51 degrees 25 minutes 59 seconds West, 181.96 feet to a concrete monument on the line of lands now or formerly of George W. Stauffer; thence extending along said lands of Stauffer, North 45 degrees 18 minutes 04 seconds East, 50.19 feet to a point in the bed of Skippack Pike; thence extending along the title line in the bed of Skippack Pike (SR 0073), South 53 degrees 02 minutes 55 seconds East, 568.02 feet to a point in the bed of Skippack Pike (SR 0073) along the line of lands of the aforesaid Myers Family Partnership II, L.P.; thence extending along said lands of Myers, South 29 degrees 54 minutes 24 seconds West, 56.64 feet to the first mentioned point and place of beginning.

**CONTAINING:** 31,592 square feet (0.7252 acres), more or less.



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-26**

**A RESOLUTION TO AMEND VARIOUS LINE ITEMS IN THE 2021 BUDGET**

**WHEREAS**, Worcester Township has received funding from the American Rescue Plan Act that was not anticipated at the time the 2021 Budget was adopted; and,

**WHEREAS**, Worcester Township wishes to make an expenditure to support the Worcester Volunteer Fire Department, in specific the purchase of a ladder truck, that was not anticipated at the time the 2021 Budget was adopted; and,

**WHEREAS**, the Second Class Township Code recognizes the annual budget is a guide that may be amended by a resolution adopted by the Board of Supervisors;


**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED**, that the 2021 Budget for the Worcester Township is hereby amended by as noted:

1.     *fund:*            General Fund, Receipts  
       *line item:*    Federal Entitlements, 354-090  
       *amount:*       \$585,800.00  
       *notes:*         new; net increase \$585,800.00
  
2.     *fund:*            Capital Fund, Expenditures  
       *line item:*    Equipment Purchase, 430-740  
       *amount:*       \$1,020,090.00  
       *notes:*         revised; net increase \$819,240.00

**RESOLVED THIS 15<sup>TH</sup> DAY OF SEPTEMBER, 2021.**

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Richard DeLello, Chair  
Board of Supervisors

Attest:

  
\_\_\_\_\_  
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-27**

**A RESOLUTION TO APPROVE THE FINANCING OF EQUIPMENT  
FOR THE WORCESTER VOLUNTEER FIRE DEPARTMENT**

**WHEREAS**, the Worcester Volunteer Fire Department (the "WVFD") is a volunteer fire department located at 1725 Valley Forge Road, Worcester, Pennsylvania; and,

**WHEREAS**, the WVFD seeks to finance certain equipment, namely a 2022 Pierce Ascendant Ladder Truck, in order to continue to provide volunteer fire fighting and other services to Worcester Township (the "Township"); and,

**WHEREAS**, the Township has determined that it is in the best interests of the Township, its residents and taxpayers for the Township to approve the financing of such equipment to enable the WVFD to continue to provide services within the Township; and,

**WHEREAS**, pursuant to federal tax law, all bonds or notes issued by volunteer fire departments, in order to qualify as a tax-free obligation, in certain circumstances, must be approved by the elected legislative body of the municipality where the equipment financed is located, after a public hearing following reasonable public notice; and,

**WHEREAS**, the Township desires to authorize and direct its Chairman or, in his absence, any of its Members to act on its behalf to approve the financing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township hereby empowers, authorizes and directs its Chairman or, in his absence, any of its Members to execute and deliver the Board's approval of the financing in the form attached hereto as Exhibit "A"; provided that such approval shall be delivered on the condition that the WVFD continues to provide services to the Township.

**BE IT FURTHER RESOLVED**, that this approval does not and shall not, in any way, pledge or obligate the credit or taxing power of the Township, nor shall the Township be liable for the payment of principal of, or any interest on, or fees associated with, any obligations of the WVFD.

**RESOLVED THIS 7<sup>TH</sup> DAY OF OCTOBER, 2021.**

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Richard DeLello, Chair  
Board of Supervisors

Attest:

  
\_\_\_\_\_  
Tommy Ryan, Secretary

**SECTION 147(F) APPROVAL AND WRITTEN CONTRACT**


The undersigned Chief Elected Official of Worcester Township (hereinafter referred to as "Municipality") pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "code"), hereby approves that the Worcester Volunteer Fire Department is entering into a Contract in an aggregate principal amount not to exceed \$1,365,400.00 to finance equipment or a project consisting of One (1) 2022 Pierce Ascendant Ladder Truck which will be located at the fire house of the Worcester Volunteer Fire Department.

This approval is given following a public hearing held at 5pm on Oct. 4, 2021 <Time and Date of Public Meeting> at 1725 Valley Forge Rd, Worcester, Pa <company's fire station or other location which was designated in the public notice> and is solely for the purpose of satisfying the requirements of Section 147(f) of the code. **This approval does not in any way constitute any financial involvement or obligation of the Municipality.**

Furthermore, this document acknowledges that for consideration, the receipt and sufficiency of which are hereby acknowledged, the Worcester Volunteer Fire Department has provided fire fighting and other services for the Municipality for many years and Worcester Volunteer Fire Department hereby agrees to meet the requirement to continue to provide fire fighting and other services for Municipality.

Dated as of 10/4/21

**Worcester Volunteer Fire Department**

  
Signature  
DOUGLAS E. DRAKE SR PRESIDENT  
Printed Name and Title

**Municipality**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name and Title

**Exhibit A**

Resolution 2021-28

PEMA-DAP -1

DESIGNATION OF AGENT RESOLUTION

FOR: PA Tropical Depression IDA DR-4618
(Enter Name of Disaster or Number)

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

THAT Stacy Crandell, Assistant Township Manager
(Name of Applicant Agent) (Title)

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

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

Passed and approved this 17th day of November, 20 21.

Richard DeLello, Chairman (Name) (Title) (Signature)
Lou Betz, Vice-Chairman (Name) (Title) (Signature)
Steve Quigley, Member (Name) (Title) (Signature)

CERTIFICATION

I, Tommy Ryan, duly appointed and Township Manager
(Name) (Title)

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

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

of Worcester Township on the 17th day of November 20 21
(Public Entity)

(Signature) Township Manager 11/17/2021
(Official Position) (Date)



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-29**

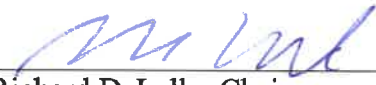
**A RESOLUTION TO ADOPT THE 2022 BUDGET**

**NOW, THEREFORE**, the Board of Supervisors of Worcester Township does hereby adopt the 2022 Budget, dated December 15, 2021, and further does establish a municipal real estate tax rate of 0.05 mills (1/20<sup>th</sup> of one mill).

**RESOLVED THIS 15<sup>TH</sup> DAY OF DECEMBER, 2021.**

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Richard DeLello, Chair  
Board of Supervisors

Attest:

  
\_\_\_\_\_  
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2021-30**

**A RESOLUTION TO ADOPT THE SETTLEMENT AGREEMENTS  
IN RELATION TO THE OPIOID CRISIS**

**WHEREAS**, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The Commonwealth of Pennsylvania and Pennsylvania local governments spend billions of dollars each year to address the direct consequences of this crisis; and,

**WHEREAS**, since at least 2017, state and local governments in Pennsylvania and around the United States have been pursuing investigations and litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on Worcester Township (the “Township”) and resources necessary to combat the opioid epidemic; and,

**WHEREAS**, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) have been ongoing for several years; and,

**WHEREAS**, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation; and,

**WHEREAS**, the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the Janssen Master Settlement Agreement (collectively, the “Settlement Agreements”); and,

**WHEREAS**, copies of the Settlement Agreements as well as summaries of the main terms of the Settlement Agreements have been provided to the Township with this Resolution; and,

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Pennsylvania including to the Commonwealth of Pennsylvania and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“Pennsylvania Opioid Funds”); and,

**WHEREAS**, Pennsylvania local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the Commonwealth’s Office of Attorney General (“OAG”) as to how the Pennsylvania Opioid Funds will be allocated, which has resulted in the Proposed Pennsylvania Opioid Misuse and Addiction Abatement Trust (the “Trust”); and,

**WHEREAS**, a copy of the Trust has been provided with this Resolution; and,

**WHEREAS**, the Trust proposes to allocate the Pennsylvania Opioid Funds as follows: 15% to a Commonwealth Account; 70% to local governments in a County Abatement Account; and 15% to a Litigating Subdivision Account. For the avoidance of doubt, all funds allocated to Pennsylvania from the Settlement Agreements will be combined pursuant to the Trust, and 15% of that total shall be allocated to the Commonwealth of Pennsylvania (the “Commonwealth of Pennsylvania Account”), 70% to the County Abatement Account (“County Abatement Account Allocation”), and 15% to the Litigating Subdivision Account (“Litigating Subdivision Account”); and,

**WHEREAS**, the Counties and Litigating Subdivisions, their Associations, such as the County Commissioners Association of Pennsylvania, and Counsel for the Subdivisions have participated in a series of meetings to draft allocation formulas. Those meetings have resulted in allocation formulas for the County Abatement Account and the Litigating Subdivision Account and establish a Local Allocation Share under each Account for Eligible Local Subdivisions; and,

**WHEREAS**, any political subdivision that is an Eligible Local Government will receive its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlement Agreements; and,

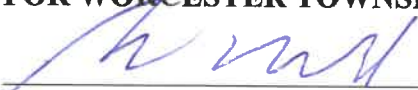
**NOW, THEREFORE, BE IT RESOLVED**, that Worcester Township hereby approves and authorizes the Township Solicitor to settle and release the Township’s claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements and Trust Agreement, including taking the following measures:


1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto;
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto; and
3. The execution of the Memorandum of Understanding agreeing to the allocations to the County Abatement and Litigating Subdivision Accounts; and
4. The execution of the Trust Agreement, thereby agreeing to be a beneficiary of the Trust under the terms set forth in the Proposed Pennsylvania Opioid Misuse and Addiction Abatement Trust.

**BE IT FURTHER RESOLVED** that all actions heretofore taken by the Council and other appropriate public officers and agents of Worcester Township with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

**RESOLVED THIS 15<sup>TH</sup> DAY OF DECEMBER, 2021.**

**FOR WORCESTER TOWNSHIP**

By:   
Richard DeLello, Chair  
Board of Supervisors

Attest:   
Tommy Ryan, Secretary