

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-01**

**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 2017:

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Worcester Township Board of Supervisors approved and authorizes the Fire Department to participate in the above activities in addition to those activities recognized and designated under 73 P.S., 601(a)(1) of the Pennsylvania Worker's Compensation Act; and further in accordance with this authorization the Fire Department may only participate in the above-approved ancillary activities through December 31, 2017, after which time the Worcester Township Board of Supervisors will review the ancillary activities.

**BE IT RESOLVED THIS 3<sup>RD</sup> DAY OF JANUARY, 2017.**

**FOR WORCESTER TOWNSHIP**

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

*Susan Coughlin*  
Susan Coughlin, Chair  
Board of Supervisors

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

*Tommy Ryan*  
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-02**

**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 3<sup>RD</sup> DAY OF JANUARY, 2017.**

**FOR WORCESTER TOWNSHIP**

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

*Susan C. Campbell*  
Susan Campbell, Chair  
Board of Supervisors

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

*Taryn 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>	\$	95.00
<b>fire suppression or detection systems, standpipes &amp; hose cabinets</b>	\$	110.00
<b>accessory structures 500 sf and greater</b>	\$	65.00
<b>generators, plus electrical permit fee</b>	\$	65.00
<b>windows &amp; doors requiring structural change</b>	\$	65.00
<b>driveway gates, plus electrical permit fee, if applicable</b>	\$	65.00
<b>Use &amp; Occupancy permit, temporary of permanent, new homes only</b>	\$	95.00
<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>	\$	65.00
<b>driveway gates, plus electrical permit fee, if applicable</b>	\$	65.00
<b>fire suppression or detection systems, standpipes &amp; hose cabinets</b>	\$	200.00
<b>generators, plus electrical permit fee</b>	\$	110.00
<b>construction trailers, plus electrical and mechanical permit fee, if applicable</b>	\$	105.00
<b>Use &amp; Occupancy permit, temporary or permanent, new construction only</b>	\$	95.00
<b>Use &amp; Occupancy inspection, tenant change, resale, use change</b>	\$	95.00
<b>miscellaneous construction</b>		by escrow

## Section III - MECHANICAL, ELECTRICAL & PLUMBING PERMITS

<b>mechanical</b>	\$	80.00
<b>gas piping installtion</b>	\$	65.00
<b>electrical</b>	\$	25.00
<b>plumbing</b>		
up to three fixtures	\$	60.00
each additional fixture	\$	20.00
<b>water service</b>	\$	50.00
<b>sewer lateral</b>	\$	50.00
<b>grinder pump</b>	\$	45.00
<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>	\$	75.00
<b>fences 6' or greater in height</b>	\$	45.00
<b>pools, spas &amp; hot tubs</b>		
above-ground	\$	75.00
in-ground	\$	135.00
<b>signs</b>		
requires building inspector and zoning officer reviews	\$	75.00
requires zoning officer review only	\$	45.00
<b>flag poles</b>	\$	45.00
<b>cell &amp; radio antennas 50 feet and greater in height</b>	\$	400.00
<b>demolition permit</b>		
per building demolished or load bearing walls	\$	140.00
interior alteration that does not include load-bearing walls	\$	80.00
accessory structure up to 1,001 sf or greater	\$	100.00
accessory structure up to 1,000 sf		no fee
<b>below-ground tank, installation or removal, non-propane</b>	\$	70.00

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

<b>plan review fees</b>		
building plan	\$	125.00
accessibility plans	\$	65.00
mechanical plans	\$	65.00
fire plans	\$	50.00
plumbing plans	\$	65.00
<b>stucco repair</b>	\$	40.00

## Section V - ZONING PERMITS

<b>retaining walls up to 4' in height</b>	\$	45.00
<b>fences up to 6' in height</b>	\$	45.00
<b>driveway permit</b>	\$	45.00
<b>decks up to 30" above grade and patios</b>	\$	45.00
<b>moving or relocating existing accessory structures</b>	\$	45.00
<b>general zoning permit</b>	\$	45.00
<b>solicitation permit, per individual soliciting</b>	\$	35.00
<b>yard sale, per two event days</b>	\$	10.00
<b>grading &amp; excavation permit</b>		
up to three inspections	\$	275.00
each additional inspection	\$	85.00

## 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>	\$	60.00
<b>failure to correct deficiencies found after two inspections, per occurrence</b>	\$	60.00
<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>	\$	800.00
<b>fee to continue Zoning Hearing Board or UCC Board of Appeals hearing</b>	\$	300.00
<b>fee to postpone Zoning Hearing Board or UCC Board of Appeals hearing</b>	\$	350.00
<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	\$	1,000.00
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	\$	1,200.00
fee to continue Zoning Map amendment hearing	\$	350.00
fee to postpone Zoning Map amendment hearing	\$	400.00
Zoning Map amendment escrow	\$	1,500.00
<b>application to amend the Zoning Ordinance</b>		
applicaton fee	\$	1,000.00
fee to continue Zoning Ordinance amendment hearing	\$	175.00
fee to postpone Zoning Ordinance amendment hearing	\$	225.00
Zoning Ordinance amendment escrow	\$	1,500.00
<b>validity challenge to the Zoning Ordinance or Zoning Map</b>		
applicaton fee	\$	1,250.00
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	\$	500.00
<b>Subdivision, Residential, 1 to 3 lots</b>		
application fee	\$	750.00
escrow	\$	1,500.00

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

### Subdivision, Residential, 4 or more lots

base application fee	\$	750.00
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	\$	2,500.00
escrow for plans with 21 to 50 lots/units	\$	5,000.00
escrow for plans with 51 or more lots/units	\$	10,000.00

### Land Development, Non-residential

application fee	\$	1,000.00
escrow	\$	5,000.00

### Transferable Development Rights

application fee	\$	500.00
escrow	\$	2,500.00

### Escrow Releases

	\$	100.00
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### Act 209 Traffic Impact Fee

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	\$	50.00
highway/road inspection fees		by escrow

## Section XI - SEWER RENTAL FEES & CERTIFICATIONS

<b>sewer rental fee</b>		
quarterly fee, residential	\$	129.45
quarterly fee, commercial, per 1,000 gallons	\$	8.45
<b>sewer certification</b>		
certified letter fee	\$	20.00
property posting	\$	15.00
water shut off & turn on	\$	35.00
return check fee	\$	25.00
		actual

**tax certification** \* contact Tax Collector \*

## 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 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>mileage reimbursement</b>	IRS rate
<b>miscellaneous charges, postage, toll calls, delivery fees, out-of-office copy fees, etc.</b>	actual

### NOTES:

- 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 basements, attached garages & attics over six feet in height, and shall exclude 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 2017-03**

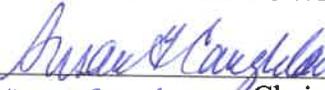
**RESOLUTION TO APPROVE PLANNING SERVICES**

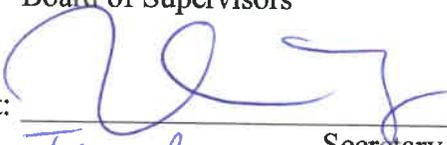
**WHEREAS**, Worcester Township desires to contract with Montgomery County for certain planning services;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** that the Chair of the Board of Supervisors and the Township Manager are authorized to execute MCPC Contract #198, attached hereto as Exhibit A.

**BE IT RESOLVED THIS 3<sup>RD</sup> DAY OF JANUARY, 2017.**

**FOR WORCESTER TOWNSHIP**

By:   
Susan Coughlin, Chair  
Board of Supervisors

Attest:   
Tony Ryan, Secretary

**PLANNING ASSISTANCE CONTRACT  
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY  
AND WORCESTER TOWNSHIP**

**THIS CONTRACT** made the first day of January 2017, between Commissioners of Montgomery County (herein called County) and Worcester Township of Montgomery County, Pennsylvania (herein called Municipality).

**WITNESSETH THAT:**

**WHEREAS**, County has created the Montgomery County Planning Commission (herein called MCPC), and

**WHEREAS**, Resolution 70-3, dated March 11, 1970, established policies for local planning assistance, a cost sharing formula and a schedule of fees and charges by which the services of MCPC's staff was offered to assist the 62 municipalities in the county, and

**WHEREAS**, the Municipality has requested the MCPC to provide planning assistance under the terms specified herein, and

**WHEREAS**, the County of Montgomery, acting through the MCPC proposes to render assistance to the Municipality in the form of technical services, pursuant to Pennsylvania Municipalities Planning Code, Act 247, as amended.

**NOW THEREFORE**, in consideration of the mutual promises hereafter made, the parties hereto, intending to be legally bound under the Uniform Written Obligations Act of the Commonwealth of Pennsylvania, do hereby agree that:

**A. MCPC Assistance**

1. The MCPC will assign one or more professional planners, and supporting staff, to meet the categories outlined in Exhibit B.

**B. Services of Municipality**

1. Officials, employees, staff and members of the planning commission of the Municipality will cooperate with MCPC in the discharge of its responsibilities hereunder.
2. All pertinent Municipality records and data shall be made available for the use of the MCPC.

**C. Schedule of Time and Compensation**

1. The established and agreed total cost is ~~\$61,110~~ \$59,073.00

\_\_\_\_\_ Worcester Twp.  
 \_\_\_\_\_ Montgomy Co.

2. The compensation is subject to Resolution 16-2.3, Exhibit A.
3. This contract shall become effective on January 1, 2017 and shall terminate on December 31, 2019.
4. Municipality's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in C.1 above. This includes any federal or state optional funding arrangements equal to the municipal share set forth in Exhibit C.
5. The total cost of the printing and publication of Major Products (Reports and Maps) shall be negotiated on a case-by-case basis.
6. Municipality shall pay MCPC on the following basis:

<u>Date</u>	<u>Amount</u>
April 2017	\$4,872.00
October 2017	\$4,872.00
April 2018	\$4,922.75
October 2018	\$4,922.75
April 2019	\$4,973.50
October 2019	\$4,973.50

D. Miscellaneous

1. Either party may terminate this contract by giving the other at least sixty (60) days written notice thereof, and a pro rata adjustment shall be made based on the compilation of costs incurred and services performed by the MCPC. In the event of cessation of services by the MCPC prior to the termination date in the contract, the MCPC shall be paid for costs and services to the date of such cessation and the MCPC and the County of Montgomery shall, in no event, be liable to Municipality for breach of this contract due to cessation of its services.
2. The scope of work to be done under this contract shall be subject to modifications or supplements upon the written agreement of the duly authorized representatives of the contracting parties. It is the understanding of all parties to this contract that no modification of the program shall be made that would change the total cost unless such changes, including any increase or decrease in the amount of the MCPC's compensation, are mutually agreed upon by and between the parties hereto. Such changes will be accomplished as follows: a) any decrease in the amount of MCPC's compensation shall be incorporated in written amendments to this contract; b) any increase in the amount of MCPC's compensation in excess of \$1500 (i.e. \$3000 total change) shall be incorporated in written amendments to this contract; c) any increase in the amount of MCPC's compensation less than \$1500 (i.e. \$3000 total change) shall be by a letter of intent of a purchase of service (said letter of intent shall be signed by the authorized representative of the municipality and by the Director of the MCPC); and d) any substitution or modification of the work items in B. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

3. The costs of any increases in the scope of work agreed to by the contracting parties in accordance with D.2 shall be calculated on the basis of the per diem rates prevailing at the time said increase is negotiated. Any increase involving the commitment of additional monthly planner-days shall be subject to the availability of said staff time.

MUNICIPAL GOVERNING BODY

COMMISSIONERS OF  
MONTGOMERY COUNTY

By: \_\_\_\_\_  
Chairman, Township Board of Supervisors

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

Attest: \_\_\_\_\_  
Township Manager

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

Authorized by resolution or ordinance of Municipality. Adopted \_\_\_\_\_, 20\_\_\_\_.

Authorized by Resolution # \_\_\_\_\_ of County. Adopted \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT A  
MONTGOMERY COUNTY PLANNING COMMISSION  
FEE SCHEDULE  
for  
COMMUNITY PLANNING ASSISTANCE CONTRACTS  
MCPC RESOLUTION #16-2.3**

The fee schedule breakdown below is based on the "planner-day" which includes planner time, staff coordination and management, all support services, and incidental expenses.

A. Planning Assistance Contract Program 2016-2018 Graduated Fee Schedule

For the first year of a three-year contract:	<b>Per Planner-Day = \$672.00</b>
For the second year of a three-year contract:	<b>Per Planner-Day = \$679.00</b>
For the third year of a three-year contract:	<b>Per Planner-Day = \$686.00</b>

B. Planning Assistance Contract Program 2016-2018 Flat Fee Schedule

Per year for a three-year contract:	<b>Per Planner-Day = \$679.00</b>
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C. Letter of Intent Contract Program/  
Short-Term Contracts and Subpoenaed  
Appearances:

**Per Planner-Day = \$700.00**

The share of municipal governmental financial commitment shall be 50 percent of the contract's total cost as shown in Exhibit C.

A minimum number of night meetings will be specified in each contract dependent upon the work program, and they shall be calculated at the rate of two night meetings being the equivalent of one planner-day.

**EXHIBIT B  
CATEGORIES OF ASSISTANCE**

**A. General Services**

1. Meeting Attendance. A professional planner(s) will be assigned to the Municipality. The planner(s) will attend meetings of the Township Planning Commission or Township Board of Supervisors as requested to review work being conducted under the planning assistance contract and to keep abreast of current planning issues and concerns to the Municipality. The planner(s) will attend other meetings, such as public hearings, Township Board of Supervisors meetings, Zoning Hearing Board meetings, meetings of other appointed agencies and boards of the Municipality, joint meetings of some or all such agencies and boards, and citizens' group meetings at which his or her attendance is appropriate (with the concurrence of the Township Board of Supervisors). Attendance of ten (10) night meetings per year has been included in the contract. However, any adjustments to the number of meetings actually attended, either up or down, will be traded off with planner-days of service provided, at the rate of one-half (½) planner-day for each meeting adjusted.
2. Enhanced Act 247 Reviews. During the course of the contract, the assigned planner will be responsible for all reviews (subdivision, land developments, and ordinance amendments) required by Act 247, "The Pennsylvania Municipalities Planning Code." Zoning Hearing Board reviews shall be prepared as necessary. This assistance will include enhanced and detailed in-depth land development reviews as needed, which may include detailed redesign concepts and alternative zoning strategies when appropriate. These reviews will go beyond the traditional reviews performed by MCPC to provide a level of assistance not typically provided for under Act 247. The land development reviews will focus on sound planning and design principles as a means to guide the impacts of land development within the Township.
3. If any assistance required by the Municipality exceeds the scope of this contract, it is understood by both the Municipality and MCPC that the costs associated with the work program will be finalized by Letter of Intent.

**B. Flexible Assistance**

The planner will provide contingency services and technical assistance to the Township to an extent not exceeding an average of two (2) planner-days per month throughout the duration of the contract. The planner will also prepare any zoning or subdivision ordinance, or any planning study that is of a limited scope, that the Township Planning Commission, Township Board of Supervisors, or Township staff identifies as a priority. If any assistance item(s) required by the Township exceed the scope of this contract, it is understood by both the Township and MCPC that the item(s) and the associated costs will be finalized by a Letter of Intent.

**EXHIBIT C**  
**CONTRACT COSTS AND MUNICIPAL SHARE**  
**January 1, 2017 – December 31, 2019**

		<u>Total Cost</u>	<u>Municipal Share (50%)</u>
<u>Year One</u>			
2	Planner Days/Month @ \$672/day	\$16,128.00	\$ 8,064.00
10	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 3,360.00</u>	<u>\$ 1,680.00</u>
<b><i>Year One Total</i></b>		<b>\$19,488.00</b>	<b>\$ 9,744.00</b>
<u>Year Two</u>			
2	Planner Days/Month @ \$679/day	\$16,296.00	\$ 8,148.00
10	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 3,395.00</u>	<u>\$ 1,697.50</u>
<b><i>Year Two Total</i></b>		<b>\$19,691.00</b>	<b>\$ 9,845.50</b>
<u>Year Three</u>			
2	Planner Days/Month @ \$686/day	\$16,464.00	\$ 8,232.00
10	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 3,430.00</u>	<u>\$ 1,715.00</u>
<b><i>Year Three Total</i></b>		<b>\$19,894.00</b>	<b>\$ 9,947.00</b>
<b><i>Total Contract Costs (Years 1-3)</i></b>		<b><u>\$59,073.00</u></b>	<b><u>\$29,536.50</u></b>

**SUMMARY OF INVOICES**

<u>Year One</u>	
April 2017 (Invoice 1)	\$4,872.00
October 2017 (Invoice 2)	\$4,872.00
<u>Year Two</u>	
April 2018 (Invoice 3)	\$4,922.75
October 2018 (Invoice 4)	\$4,922.75
<u>Year Three</u>	
April 2019 (Invoice 5)	\$4,973.50
October 2019 (Invoice 6)	\$4,973.50

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-04**

**RESOLUTION TO APPROVE THE GRANT OF AN EASEMENT  
TO THE PENNSYLVANIA TURNPIKE COMMISSION**

**WHEREAS**, Worcester Township desires to grant an easement to the Pennsylvania Turnpike Commission for the purpose of allowing the Pennsylvania Turnpike Commission to install an aerial electric line across Township property;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** that the Township Manager is authorized to execute the agreement attached hereto as Exhibit A.

**BE IT RESOLVED THIS 18<sup>TH</sup> DAY OF JANUARY, 2017.**

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Susan G. Caughlan, Chair  
Board of Supervisors

Attest:

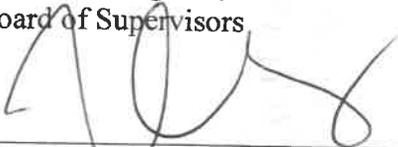
  
\_\_\_\_\_  
Tommy Ryan, Secretary

Exhibit A



PENNSYLVANIA TURNPIKE COMMISSION

PROJECT NO.	A 042-00N-001-4-02
COUNTY	Montgomery County
MUNICIPALITY	Warriner Township
CLAIMING	R/W 0431-D
CLAIMANT(S)	Warriner Township

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Warriner Township, a Municipal Corporation organized and existing under the Second Class Township Code of the Commonwealth of Pennsylvania, owner of property affected by the construction or improvement of the above mentioned project, its successors, and/or assigns, hereinafter, when a singular or plural, called the SELLER, and the Pennsylvania Turnpike Commission, hereinafter called the COMMISSION,

WITNESSETH:

WHEREAS the Pennsylvania Turnpike Commission is authorized and empowered by Section 3 of the Act of July 18, 2007, P.L. 169, No. 44, as amended to acquire by purchase or condemnation any lands, rights, easements, franchises and other property deemed necessary or convenient for the construction or efficient operation of the Turnpike; and

WHEREAS the Parties hereto have agreed that, in lieu of condemnation, the SELLER will convey to the COMMISSION an aerial easement easement as designated on the attached plot plan.

NOW THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the COMMISSION, and the COMMISSION agrees in purchase in aerial easement easement, which gives the COMMISSION the right, privilege and authority from time to time and at any time to construct, add to, reconstruct, operate and maintain aerial and/or underground electric and communication lines and facilities including cables, cable ducts, poles, crossarms, anchors, wires, transformers, transformer pads, transformer vaults, accessory junction boxes, service connections, and manholes (hereinafter referred to as utility facilities) on, over, under, along and across the premises of the undersigned situated along the Pennsylvania Turnpike as shown on the plot plan attached hereto and made a part hereof, said easement to be taken from the premises conveyed or devised to the SELLER by Deed of Beneficial Association, Inc. dated July 21, 2009 recorded in Deed Book 5743, Page 01811, together with the improvements, hereditaments, and appurtenances to the said easement, if any, except those which may be agreed to be retained by the SELLER, free and clear of all taxes, charges, delinquent taxes, and assessments, and of all leases and encumbrances which the SELLER has the right to terminate or remove. And the SELLER will warrant generally the property interests to be conveyed.

All expenses of examination of the title and preparation and recording of the deed of easement shall be paid by the COMMISSION. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

The COMMISSION and its agents and contractors shall have the right to enter upon the land conveyed by the easement to be conveyed for making studies, surveys, tests, soundings, and appraisals.

The SELLER does further agree that the following limitations shall be imposed upon use of the surface land within the aerial easement easement, which limitations shall run with the land:

Vegetation which includes trees and shrubs having a mature height in excess of fourteen (14) feet shall not be planted. Should such vegetation be planted or naturally appear, the COMMISSION shall, in the interest of all customers served in the area, remove vegetation on its own motion. It is understood between the parties of interest that vegetation planted or naturally growing outside said fifteen (15) foot limitation shall whenever necessary, be trimmed by the COMMISSION to maintain the minimum clearance of fifteen (15) feet on either side of the pole line as constructed.

**Warrant Landmark  
Corporation**

No buildings or other facilities shall be constructed on the land without prior authorization of the COMMISSION. If and when such authorization is granted, the plans of the building and construction methods shall be subject to the approval of the COMMISSION.

No interference shall be made with the right of the COMMISSION to enter upon the land for the purposes of inspection, maintenance, repair, reconstruction, or alteration of the structure or other appurtenances.

Any substantial change in land use to be made subsequent to the execution of the easement shall be subject to the approval of the COMMISSION.

The SELLER does further warrant, release, quitclaim, and forever discharge the COMMISSION or any agency or political subdivision thereof, or its or their employees or representatives, of and from all suits, damages, claims and demands which the SELLER might have otherwise been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid utility relocation, except damages, if any, under Section 712 (Limited Reimbursement of Appraisal, Attorney, and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and the Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The SELLER does further indemnify the COMMISSION against any claim made by any leasee of the aforesaid property who has not entered into a Seizement Agreement with the COMMISSION.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

Corporate Signature:  
ATTEST:

Warrant Landmark

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edmunds  
Assistant Secretary-Treasurer

By: \_\_\_\_\_  
Sara Logan  
Chairman

Approved as to form and legality: \_\_\_\_\_

RECEIVED  
FEB 28 2017

TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2017-05

A RESOLUTION TO GRANT PRELIMINARY/FINAL  
SUBDIVISION APPROVAL OF COUGHLIN TRACT  
SUBDIVISION PLAN

WHEREAS, John Coughlin and Amy Coughlin, (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 Coughlin Tract Subdivision Plan. The Applicants are owners of an approximate 30.28 acre tract of land located at 1631 Kriebel Mill Road, Worcester Township, Montgomery County, Pennsylvania in the AGR Zoning District of the Township, being Tax Parcel No. 67-00-02038-001 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

WHEREAS, the Applicants propose to subdivide the property into 3 lots; Lot no. 1 will consist of 25.8 acres and will contain the existing house on the property. Lots no. 2 & 3 will be new building lots, consisting of 2.1 and 1.9 acres, respectively; and

WHEREAS, said Plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on January 26, 2017; and

WHEREAS, the Preliminary/Final Plan for the proposed subdivision, prepared by Schlosser & Clauss Consulting Engineers, Inc., titled, "Coughlin Tract Subdivision Plan" consisting of 7 sheets, dated October 7, 2016, last revised December 12, 2016, is now in a form suitable for Preliminary/Final Plan Approval 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 prepared by Schlosser & Clauss Consulting Engineers, Inc. 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 December 20, 2016 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of November 30, 2016.
- C. Payment to the Township of a Traffic Impact Fee, in the total amount of \$7,954.00, which shall be paid on a per lot basis and at the time of submission of a building permit application for each of the dwellings to be built on 2 lots, in the amount of \$3,977.00 per lot. Any further subdivision of Lot 1 shall be assessed with the applicable Worcester Township Traffic Impact Fee in effect at the time of such further subdivision.
- 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. Contemporaneously with recording the Final Plan, Applicants shall record a driveway Easement Agreement in favor of Lot 1 in form satisfactory to the Township Solicitor.
- F. Contemporaneously with recording the Final Plan, Applicants shall record a common driveway Easement

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, and all appropriate development and financial security agreements, easements, deeds of dedication, 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.C.6 of the Worcester Township Subdivision and Land Development Ordinance - minimum cartway width curbing & sidewalk;
- B. Section 130-28.G.5 of the Worcester Township Subdivision and Land Development Ordinance - perimeter softening buffer; and
- C. Section 130-28.G.9 of the Worcester Township Subdivision and Land Development Ordinance - individual lot landscaping.

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 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 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 15<sup>th</sup> day of February, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
Susan G. Caughlan, Chair

**Attest:**

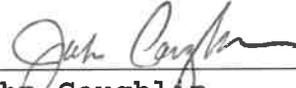
  
Tommy Ryan, Secretary

ACCEPTANCE

The undersigned states that he/she is authorized to execute this Acceptance on behalf of the Applicants and owners 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 Applicants and the owners 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.

**APPLICANTS**

Date: 2/28/2017

  
\_\_\_\_\_  
John Coughlin

Date: 2/28/17

  
\_\_\_\_\_  
Amy Coughlin

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-06**

**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 - 2011
- AL-8**            Bids, Proposals, Price Quotes and Qualified Contractor Memos, Contracts and Agreements - 2003
- AL-12**          Ethics Commission Statements of Financial Interest - 2011
- AL-20**          Liquid Fuel Tax Records - 2009
- AL-24**          Recordings of Public Meetings - 2016
- AL-35**          Public Meeting/Hearing Notices and Proof of Publications - 2006
- AL-46**          Right to Know Requests - 2013 and 2014
- FN-2**           Accounts Payable Files and Ledgers - 2009
- FN-3**           Accounts Receivable Files and Ledgers - 2009
- FN-8**           Balance Sheet - 2009
- FN-9**           Bank Statements and Reconciliations - 2009
- FN-10**          Cancelled Checks - 2009
- FN-11**          Check Registers - 2009
- FN-13**          Deposit Slips - 2009

- FN-18** Purchase Order Files - 2009
- PL-2** Employee Payroll Adjustment Records - 2012
- PL-5** Payroll Earnings and Deductions Register - 2012
- PL-14** Time Cards and Attendance Records - 2012
- PL-16** Wage & Tax Statements - 2012
- PS-2** Applications for Employment (Not Hired) - 2014 and prior
- PS-10** Job Descriptions and Announcements - 2014 and prior

**RESOLVED THIS 15<sup>TH</sup> DAY OF FEBRUARY, 2017.**

**FOR WORCESTER TOWNSHIP**

By:   
\_\_\_\_\_  
Susan G. Caughlan, Chair  
Board of Supervisors

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

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-07**

**A RESOLUTION TO AUTHORIZE SUBMISSION OF A GRANT APPLICATION FOR  
THE 2017 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 funding from the Montco 2040 Implementation Grant Program to provide for the construction of a trail and pedestrian bridge to be constructed at Defford Road Park; 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 15<sup>TH</sup> DAY OF FEBRUARY, 2017.**

**FOR WORCESTER TOWNSHIP**

By:   
Susan G. Caughlan, Chair  
Board of Supervisors

Attest:   
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-08**

**A RESOLUTION TO RATIFY A SNOW EMERGENCY DECLARATION**

**WHEREAS**, beginning on Tuesday, March 14, 2017 a significant snowstorm threatened to cause injury, damage and suffering to the persons and property of Worcester Township, and,

**WHEREAS**, the Worcester Township Emergency Management Coordinator, in consultation with the Township Manager, did declare a snow emergency, so to marshal and coordinate the resources needed to respond to the snowstorm, in order to reduce the severity of this event, and to protect the health, safety, and welfare of affected persons and property in the Township; and,

**WHEREAS**, the snow emergency declaration was established for a period beginning at 12:01 AM on Tuesday, March 14, 2017 and ending at 12:01 PM on Wednesday, March 15, 2017;

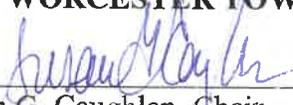
**NOW, THEREFORE**, the Board of Supervisors, pursuant to the provisions of the Pennsylvania Emergency Management Services Code, Section 7501, as last amended, does hereby ratify said declaration;

**AND FURTHER**, the Emergency Management Coordinator and Township Manager are hereby directed to take any actions required to seek and obtain relief funds that may become available to reimburse the Township for the cost of expenses incurred and damages affiliated with the snowstorm.

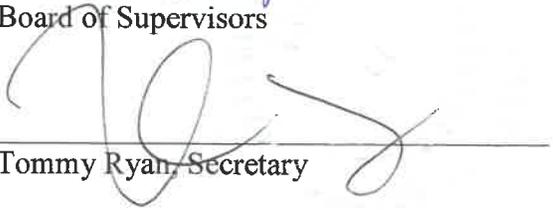
**RESOLVED THIS 15<sup>TH</sup> DAY OF MARCH, 2017.**

**FOR WORCESTER TOWNSHIP**

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

  
Susan G. Caughlan, Chair  
Board of Supervisors

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

  
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-09**

**A RESOLUTION TO APPROVE THE ADDITION OF PROPERTY  
TO THE WORCESTER TOWNSHIP AGRICULTURAL SECURITY AREA**

**WHEREAS**, Proposals have been submitted to the Worcester Township Board of Supervisors for the addition of the below-noted properties to the Worcester Township Agricultural Security Area, in accordance with the "Agricultural Area Security Law," Act of June 30, 1981, P.L. 128, No. 43, §2, and all revisions to the said statute through Act 14 of 2001 ("Act"); and,

**WHEREAS**, in response to the Proposals, the Board of Supervisors has complied with and completed the procedures and considerations prescribed in Sections 5, 6, and 7 of the Act; and,

**WHEREAS**, the Proposals include the following owners, parcels, and acreage within:

- (1) property address: 2045 Bethel Road  
Owner of Record: Bethel Road Associates, LP  
TPN: 67000-00442-004  
acreage: 70.85 acres
  
- (2) property address: 1907 Berks Road  
Owner of Record: Hansell Stedman & Lisa Evans  
TPN: 67000-00283-137  
acreage: 7.34 acres

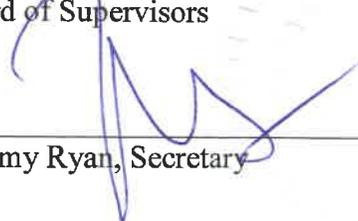
**WHEREAS**, after duly advertised Public Hearing, and after consideration of the factors included in Section 7 of the Act, Board of Supervisors desires to approve the Proposals to add the aforementioned properties to the Worcester Township Agricultural Security Area;

**NOW, THEREFORE, BE IT RESOLVED**, that the present Resolution, the Proposals and a description of the subject properties shall be filed forthwith in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, with the Worcester Township Planning Commission, Montgomery County, Pennsylvania Planning Commission and the Montgomery County Land Preservation Office.

RESOLVED THIS 19<sup>TH</sup> DAY OF APRIL, 2017.

**FOR WORCESTER TOWNSHIP**

By:   
Susan G. Caughlan, Chair  
Board of Supervisors

Attest:   
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-10**

**A RESOLUTION TO AMEND *A VISION FOR CENTER POINT VILLAGE*,  
THE MASTER PLAN FOR CENTER POINT VILLAGE**

**WHEREAS**, the Board of Supervisors did, by Resolution 2014-32, adopt a *Vision for Center Point Village* (“Vision Plan”), a master plan for Center Point Village; and,

**WHEREAS**, the Board of Supervisors now desires to amend the Vision Plan;

**NOW, THEREFORE, BE IT RESOLVED**, that the following Vision Plan recommendations for best policies and practices for Center Point Village, page 28, be revised as follows:

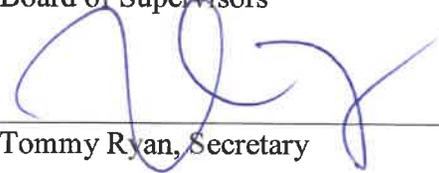
- a) Recommendation #4 shall be deleted in its entirety, and shall be replaced as follows:  
*“Determine a base density of dwelling units permitted per acre, and establish a maximum density of 2.5 dwelling units per acre, on land designated for residential uses.”*
  
- b) Recommendation #5 shall be deleted in its entirety, and shall be replaced as follows:  
*“Establish density bonuses and incentives that are tied to desired improvements, including transferable development rights.”*

**AND BE IT FURTHER RESOLVED**, that the Final Land Use Bubble Plan, page 22, be deleted in its entirety, and be replaced with the Final Land Use Bubble Plan attached hereto as Exhibit A.

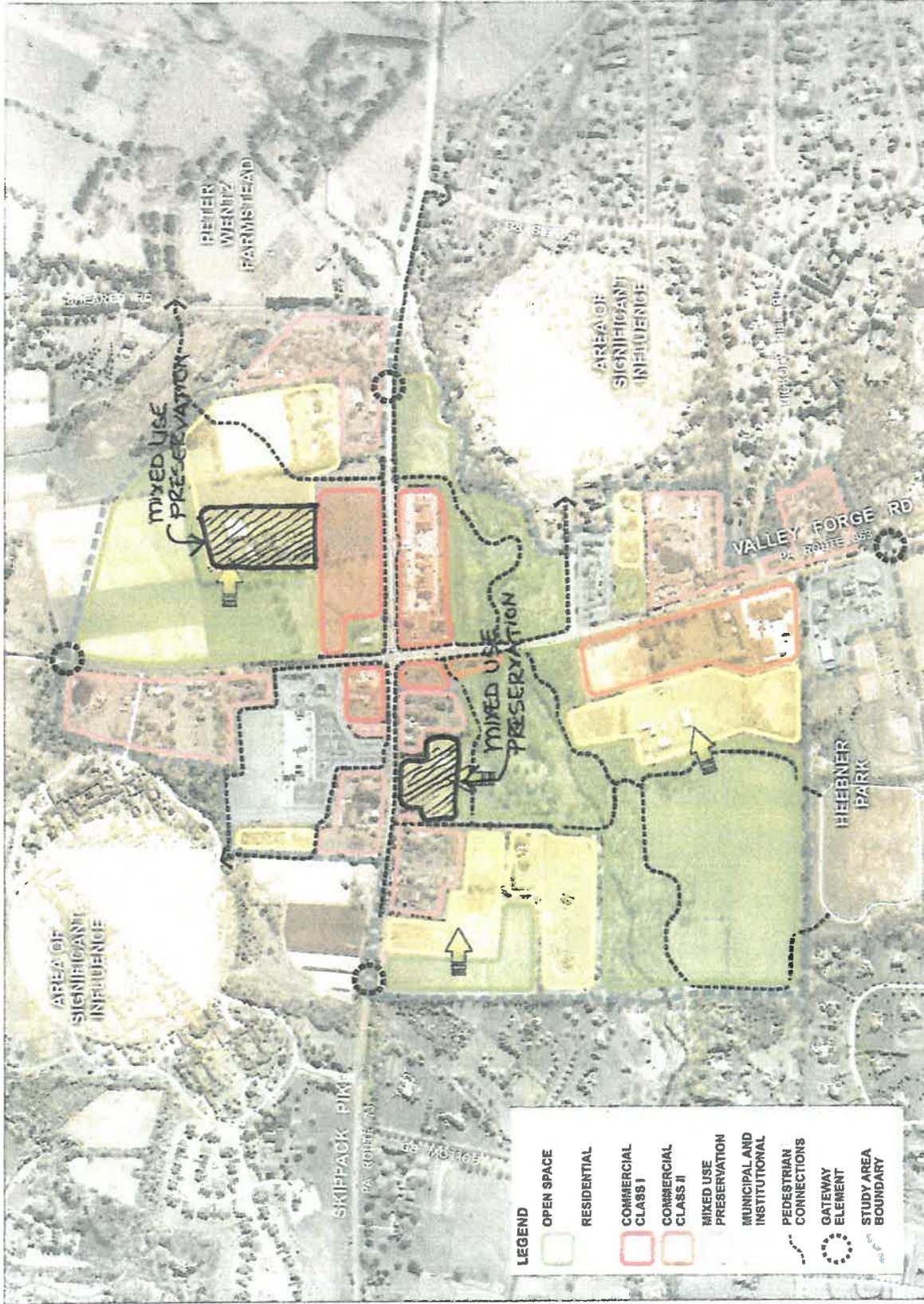
**RESOLVED THIS 19<sup>TH</sup> DAY OF APRIL, 2017.**

**FOR WORCESTER TOWNSHIP**

By:   
Susan G. Caughlan, Chair  
Board of Supervisors

Attest:   
Tommy Ryan, Secretary

# Final Land Use Bubble Plan



## CENTER POINT VILLAGE LAND USE BUBBLE PLAN WORCESTER TOWNSHIP, PA



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-11**

**A RESOLUTION TO GRANT PRELIMINARY/FINAL LAND  
DEVELOPMENT APPROVAL OF SCHULTZ COMMUNITY CENTER -  
OFFICE SUITE ADDITIONS AT MEADOWOOD**

**WHEREAS**, the Meadowood Corporation (hereinafter referred to as "Applicant") has submitted a Land Development Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as Schultz Community Center - Office Suite Additions at Meadowood. The Applicant is owner of an approximate 112.2852 acre tract of land and lessee of an approximate 12.8761 acre tract 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 three building additions to the existing Schultz Community Center within the Meadowood Community consisting of administrative offices (1,308 square feet), an auditorium addition (848 square feet), and a marketing suite addition (2,035 square feet) in addition to site improvements, including sidewalk addition, handicap ramps and stormwater facility; and

**WHEREAS**, said Plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 23, 2017; and

**WHEREAS**, the Plan has received a recommendation for approval by the Montgomery County Planning Commission by letter dated March 13, 2017, and Township Engineer by letter dated March 10, 2017; and

**WHEREAS**, the Preliminary/Final Plan for the proposed Land Development, prepared by Woodrow & Associates, Inc., titled, "Schultz Community Center - Office Suite Additions at Meadowood" consisting of 8 sheets, dated February 1, 2017, with latest

revisions dated April 6, 2017, and a Stormwater Management Report entitled, "Meadowood - Schweiker Home", prepared by Woodrow & Associates, Inc., dated March 2017, is now in a form suitable for Preliminary/Final Plan Approval 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 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 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 March 10, 2017 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of March 13, 2017.
- C. 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.
- D. 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.

- E. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the Applicant, or its successor or assigns at the Property, Applicant shall, prior to the Township executing the Plans, execute a declaration to reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township, at the Township's sole discretion, with all expenses being charged to the Applicant, in the event said maintenance responsibilities are not fulfilled by the Applicant after the Township provides reasonable notice to the Applicant to do so. The declaration shall be satisfactory to the Township Solicitor and shall be recorded simultaneously with the Plans.
- F. The Applicant shall provide to the Township for signature that number of Plans required for recordation 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 recordation.
- G. 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 recordation.
- H. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recordation.

- I. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.
- J. 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.
- K. 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.
- L. 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 130-24.B.3.a of the Worcester Township Subdivision and Land Development Ordinance - Storm systems designed to carry 50-year peak flow rate;

- B. Section 130-24.B.3.h of the Worcester Township Subdivision and Land Development Ordinance - Maximum allowable headwater depth of one foot for inlets;
- C. Section 130-24.B.4.f.2 of the Worcester Township Subdivision and Land Development Ordinance - Detention basin design criteria, 100-year / 10-year release rate;
- D. Section 130-24.B.4.f.7 of the Worcester Township Subdivision and Land Development Ordinance - Minimum freeboard of two-feet over Emergency Spillway and top of berm;
- E. Section 130-24.B.4.f.13 of the Worcester Township Subdivision and Land Development Ordinance - Minimum 100-foot distance from highest free water surface to dwelling unit;
- F. Section 130-24.B.4.j of the Worcester Township Subdivision and Land Development Ordinance - Minimum three-foot of cover over all storm pipes;
- G. Section 130-24.B.4.k of the Worcester Township Subdivision and Land Development Ordinance - Requires crowns of all pipes tying into an inlet or manhole be set at equal elevations;
- H. Section 130-28.E.1 of the Worcester Township Subdivision and Land Development Ordinance - existing tree survey;
- I. Section 130-28.G.4 of the Worcester Township Subdivision and Land Development Ordinance - Required street trees;
- J. Section 130-33.C.1 & 4 of the Worcester Township Subdivision and Land Development Ordinance - Show Existing features within 400 feet; and

K. Section 130-23.A of the Worcester Township Subdivision and Land Development Ordinance - Requirement to set monuments on right-of-way lines at corners and angle points.

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.

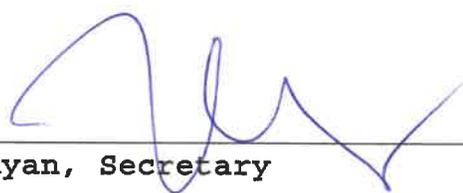
**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township 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 April, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
Susan G. Caughlan, Chair

**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: 4/20/17

By: Paul Nordeman  
Paul Nordeman, ~~Executive Director~~  
*President/CEO*

<b>DCNR-2017-C2P2-16</b>	<b>Application Information (*Indicates required information)</b>	
Applicant/Grantee Legal Name:* Worcester Township, Montgomery County	Web Application ID:* 1102594	
Project Title:* Zacharias Trail Riparian Buffer		

WHEREAS, Worcester Township, Montgomery County, Pennsylvania

("Applicant") desires to undertake the following project

Zacharias Trail Riparian Buffer \_\_\_\_\_; and  
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Grant Agreement Signature Page**"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

**NOW THEREFORE, it is resolved that:**

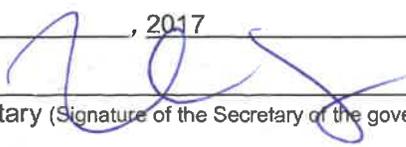
1. The "**Grant Agreement Signature Page**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of Township Manager.
2. If this Official signed the "**Grant Agreement Signature Page**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Grant Agreement Signature Page**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Board of Supervisors

*(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)*

of the applicant this 19th day of April, 2017.

  
Secretary (Signature of the Secretary of the governing body)

**DCNR USE ONLY**

Project Number: \_\_\_\_\_

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-13**

**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 to add the following:

**SECTION III – BENEFITS.**

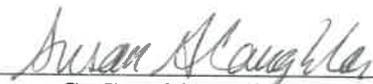
**(B) Opt-Out Program.**

1. Employees who are eligible to participate in Township-provided medical coverage have the option to decline this coverage if they receive coverage from another medical insurance plan, which does not include an ACA Exchange, Marketplace or similar plan. To participate in this Opt-Out Program employees shall annually complete a voluntary waiver of health coverage form, to be furnished by the Township, and shall comply with all conditions noted therein.
2. Opt-Out Program participants shall receive 50% of the Township’s premium cost. For example, if the Township pays the entire premium for single coverage, and if the Township pays one-half of the difference in premiums between single and family coverages, an Opt-Out Program participant who is eligible to be enrolled in family coverage shall receive 50% of the single coverage premium plus 25% of the difference in premiums between single and family coverages.
3. Opt-Out Program participants enrolled in Medicare shall receive 50% of the premium paid for a supplemental medical coverage plan in which they are enrolled, if any, up to an amount equal to 50% of the single coverage premium paid by the Township.

4. Opt-Out Program payments shall be made in equal installments during a period of one-year, and the payments shall be included in each paycheck.
5. Employees may exit the Opt-Out Program and re-enroll in the Township's medical plan during the plan's open enrollment period, or at the time of a qualifying life event only.
6. If both spouses are employed by the Township, neither individual is eligible to participate in the Opt-Out Program.
7. The Opt-Out Program is subject to all of the terms, conditions, requirements and restrictions set forth in the Voluntary Waiver of Health Coverage Form, attached hereto as Addendum A.
8. The Opt-Out Program may be amended or terminated by the Township in its discretion at any time, unless restricted by the terms of a collective bargaining agreement.

**RESOLVED THIS 17<sup>TH</sup> DAY OF MAY, 2017.**

**FOR WORCESTER TOWNSHIP**

By:   
Susan G. Caughlan, Chair  
Board of Supervisors

Attest:   
Tommy Ryan, Secretary

## ADDENDUM A

### Worcester Township Voluntary Waiver of Health Coverage Form (for Enrollment in Opt-Out Program)

I, \_\_\_\_\_, hereby acknowledge that I have been advised of my right to enroll in medical, prescription drug, dental and vision benefits through Worcester Township ("Township"). Having been so advised, I do hereby waive my right to medical, prescription drug, dental and vision benefits ("Health Coverage") through the Township and elect to participate in the Township's Opt-Out Program.

The Township agrees to provide me with an Opt-Out payment for the period beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_ ("Coverage Period") in return for (i) my agreement to waive Health Coverage through the Township, and (ii) providing proof of my enrollment in health benefits through the employer of my spouse or parent or other means (which shall not include coverage through an ACA Exchange or Marketplace) that will serve to replace the Health Coverage I declined through the Township. The total annual Opt-Out payment due to me is \_\_\_\_\_ (\$ \_\_\_\_\_), which shall be payable in equal biweekly installments which is included in your paycheck.

In conjunction with my participation in the Opt-Out Program, I hereby understand, acknowledge and certify (as applicable) the following:

- There is no outstanding court order or agreement requiring me to provide health insurance coverage for my spouse, ex-spouse or dependent children, if any.
- The Township is not responsible to provide me with Health Coverage for the Coverage Period. For each plan year thereafter, I will again have to affirmatively agree to waive Health Coverage through the Township by completing and submitting a new Voluntary Waiver of Health Coverage Form. Participation in the Opt-Out Program does not carry over from year-to-year by default.
- I am only eligible to re-enroll in Health Coverage through the Township during its annual open enrollment period (which is typically in November) or due to a loss of coverage from a source other than the Township. To re-enroll, I must complete the required paperwork during the open enrollment period or, for a loss of coverage, notify the Township and complete the re-enrollment process within thirty (30) days of the date of loss of coverage.
- If I do re-enroll in Health Coverage through the Township or my employment with the Township ends through no fault of my own (resignation, retirement, reduction of hours or death) during the plan year, I will only be eligible for a pro-rated Opt-Out payment.
- Opt-Out payments are subject to all federal, state and local laws, rules and regulations, including those associated with the taxation of income.
- Federal regulations prohibit Medicare eligible employees over age 65 who waive their employer's medical coverage from receiving a waiver bonus if their primary source of other coverage is Medicare.
- To receive any Opt-Out payments, I must have a completed Voluntary Waiver of Health Coverage Form on file with the Township with respect to the Coverage Period.
- Failure to return this form in a timely manner may result in (i) the forfeiture of all Opt-Out payments otherwise available to me, and (ii) my enrollment in the Township's default benefits, which are subject to payroll deductions each pay period.
- By opting out of Health Coverage as a primary participant, neither I, nor any of my eligible dependents, are covered under the Township's Health Coverage. However, if my spouse also works for the Township, I may be able to receive coverage as a dependent of him/her.

- I must attach to this form a copy of the front and back of all applicable health plan I.D. cards to show that I am enrolled in employer-sponsored health benefits through another source (e.g., spouse, parent or domestic partner). The process of waiving Health Coverage cannot be completed without these copies.
- Unless prohibited under an active collective bargaining agreement, the Township reserves the right to amend or terminate the Opt-Out Program at any time.
- I acknowledge that the Township may amend any term of the Opt-Out Program at any time, and in the Township's sole discretion.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Township Manager

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Township Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*\* Please attach a copy of the front and back of all applicable health plan I.D. cards to show that you are enrolled in employer-sponsored health benefits through another source. The process of waiving your Health Coverage cannot be completed without these copies. \*\***

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-14**

**A RESOLUTION TO APPROVE THE ADDITION OF PROPERTY  
TO THE WORCESTER TOWNSHIP AGRICULTURAL SECURITY AREA**

**WHEREAS**, a Proposal has been submitted to the Worcester Township Board of Supervisors for the addition of the below-noted property to the Worcester Township Agricultural Security Area, in accordance with the "Agricultural Area Security Law," Act of June 30, 1981, P.L. 128, No. 43, §2, and all revisions to the said statute through Act 14 of 2001 ("Act"); and,

**WHEREAS**, in response to the Proposal, the Board of Supervisors has complied with and completed the procedures and considerations prescribed in Sections 5, 6, and 7 of the Act; and,

**WHEREAS**, the Proposal includes the following owner, parcel, and acreage within:

- (1) property address: 3110 Heebner Road  
Owner of Record: Michael & Linda Evans  
TPN: 6700-01810-004  
acreage: 119.47 acres

**WHEREAS**, after duly advertised Public Hearing, and after consideration of the factors included in Section 7 of the Act, Board of Supervisors desires to approve the Proposal to add the aforementioned property to the Worcester Township Agricultural Security Area;

**NOW, THEREFORE, BE IT RESOLVED**, that the present Resolution, the Proposal and a description of the subject property shall be filed forthwith in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, with the Worcester Township Planning Commission, Montgomery County, Pennsylvania Planning Commission and the Montgomery County Land Preservation Office.

**RESOLVED THIS 21<sup>ST</sup> DAY OF JUNE, 2017.**

**FOR WORCESTER TOWNSHIP**

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

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

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

*Tommy Ryan*  
Tommy Ryan, Secretary



DEP Code No.  
1-46962-187-3

### RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

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

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

**WHEREAS** Whitehall Development Partners, LP. has proposed the development of a parcel of land identified as  
land developer

Whitehall Development Partners, LP - Whitehall Estates, and described in the attached Sewage Facilities Planning Module, and 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). Construction of on-site pump station

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

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

I [Signature], Secretary, Worcester Twp.  
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # 2017-15, adopted, July 19, 20 17.

Municipal Address:

Worcester Township  
1721 Valley Forge Road P.O. Box 767  
Worcester PA 19490  
Telephone 610-584-1410



**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-16**

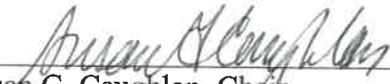
**A RESOLUTION TO APPROVE A GRANT SUBMISSION TO THE  
COMMONWEALTH FINANANCING AUTHORITY**

**BE IT RESOLVED**, that Worcester Township, Montgomery County (“Township”), hereby requests a Multimodal Transportation Fund grant in the amount of \$7,404,130 from the Commonwealth Financing Authority to be used for the installation of sound barriers along portions of the Pennsylvania Turnpike.

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

**RESOLVED THIS 19<sup>TH</sup> DAY OF JULY, 2017.**

**FOR WORCESTER TOWNSHIP**

By:   
\_\_\_\_\_  
Susan G. Caughlan, Chair  
Board of Supervisors

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

*I, Tommy Ryan, duly qualified Secretary of the Township of Worcester, 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 Board of Supervisors at a regular meeting held July 19, 2017 and said Resolution has been recorded in the Minutes of the Township of Worcester and remains in effect as of this date.*

*IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Worcester, this 19th day of July, 2017.*

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-17**

**A RESOLUTION TO APPROVE AN AUTHORIZED OFFICIAL TO EXECUTE  
TWO GREEN LIGHT-GO PROGRAM GRANT AGREEMENTS  
AND TO SERVE AS PROJECT ADMINISTRATOR**

**WHEREAS**, Worcester Township; Montgomery County (“Township”), received two grant awards from the Pennsylvania Department of Transportation Green Light-Go Program (“Program”), to fund improvements to certain traffic signals on Valley Forge Road and Germantown Pike; and,

**WHEREAS**, the Program requires the Township to appoint an Authorized Official to execute the grant agreements and to serve as a project administrator.

**NOW, THEREFORE BE IT RESOLVED**, that the Township hereby appoints Tommy Ryan, Township Manager and Township Secretary, as the Authorized Official for Green Light-Program Grant #2016GLG060 and Green Light-Program Grant #2016GLG061.

**RESOLVED THIS 16<sup>TH</sup> DAY OF AUGUST, 2017.**

**FOR WORCESTER TOWNSHIP**

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

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

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

*Tommy Ryan*  
Tommy Ryan, Secretary

*I, Tommy Ryan, duly qualified Secretary of the Township of Worcester, 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 Board of Supervisors at a regular meeting held August 16, 2017 and said Resolution has been recorded in the Minutes of the Township of Worcester and remains in effect as of this date.*

*IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Worcester, this 16th day of August, 2017.*

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-18**

**A RESOLUTION TO GRANT REVISED PRELIMINARY/FINAL LAND  
DEVELOPMENT APPROVAL OF FAIRVIEW VILLAGE CHURCH PLAN -  
BUILDING ADDITION**

**WHEREAS,** Church of the Nazarene of Fairview Village (hereinafter referred to as "Applicant") has submitted a Land Development Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as Building Addition - Fairview Village Church Plan. The Applicant is the legal owner of an approximate 19.274 acre tract of land located at 3044 Germantown Pike, Worcester Township, Montgomery County, Pennsylvania in the AGR - Agricultural Zoning District of the Township, being Tax Parcel Nos. 67-00-01585-004 and 67-00-01585-104 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS,** the property was subject to a previous Land Development Application which was granted Preliminary/Final Approval by the Worcester Township Board of Supervisors at its August 17, 2016 Meeting; and

**WHEREAS,** this is an amended Final Plan in which the Applicant proposes to construct two building additions of 3,442 square feet and 1,360 square feet to the existing church building; and

**WHEREAS,** said Plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on September 28, 2017; and

**WHEREAS,** the Preliminary/Final Plan for the proposed land development, prepared by Woodrow & Associates, Inc., titled, "Building Addition - Fairview Village Church" consisting of 4 sheets, dated May 13, 2016, with latest revisions dated July 26, 2017, along with a "Post Construction Stormwater Management Report - Addition Size Revision" dated June, 2017, also prepared by Woodrow & Associates, Inc., is now in a form suitable for Preliminary/Final Plan Approval 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 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 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 August 23, 2017.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of September 27, 2017.
- C. Compliance with the Decision and Order of the Worcester Township Zoning Hearing Board entered on May 20, 2016 regarding Application No. 16-04.
- 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. 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.

- F. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the Applicant, or its successors or assigns at the Property, Applicant shall, prior to the Township executing the Plans, execute a declaration to reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township, at the Township's sole discretion, with all expenses being charged to the Applicant, in the event said maintenance responsibilities are not fulfilled by the Applicant after the Township provides reasonable notice to the Applicant to do so. The declaration shall be satisfactory to the Township Solicitor and shall be recorded simultaneously with the Plans.
- G. 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 directed by the Township.
- H. The Applicant shall provide to the Township for signature that number of Plans required for recordation 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 recordation.
- I. 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 recordation.
- J. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recordation.

- K. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this 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 Applicant, and shall be at no cost to the Township.
- M. 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.
- N. 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 130-16.C. of the Worcester Township Subdivision and Land Development Ordinance - Road frontage improvements;
- B. Section 130-18.A. of the Worcester Township Subdivision and Land Development Ordinance - Sidewalks to be provided along all streets;

- C. Section 130-18.B. of the Worcester Township Subdivision and Land Development Ordinance - curbing to be installed along each side of every residential, secondary or commercial street;
- D. Section 130-23.A. & C. of the Worcester Township Subdivision and Land Development Ordinance - Setting monuments along right-of-way and permanent markers on all property corners;
- E. Section 130-23.B. of the Worcester Township Subdivision and Land Development Ordinance - Benchmarks to be on Township Sewer and/or USGS Datum;
- F. Section 130-28.G. (4) of the Worcester Township Subdivision and Land Development Ordinance - Street trees to be planted;
- G. Section 130-28.G. (5) of the Worcester Township Subdivision and Land Development Ordinance - Perimeter buffers;
- H. Section 130-28.G. (6) of the Worcester Township Subdivision and Land Development Ordinance - Parking lot buffering;
- I. Section 130-28.G. (7) of the Worcester Township Subdivision and Land Development Ordinance - One shade tree per 50 LF of basin perimeter;
- J. Section 130-33.C. of the Worcester Township Subdivision and Land Development Ordinance - Proving existing features within 500 feet of any part of the land development being subdivided;
- K. Section 130-33.G. of the Worcester Township Subdivision and Land Development Ordinance - Providing a natural resource protection plan; and
- L. Section 130-24.B.(4)(e)[2] of the Worcester Township Subdivision and Land Development Ordinance - seepage bed to drain within 24 hours.

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 18th day of October, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
Susan G. Caughlan, Chair

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.

**CHURCH OF THE NAZARENE OF  
FAIRVIEW VILLAGE**

Date: 10-31-17

By: 

**Jerry A. Ginter  
Executive Director**

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-19**

**A RESOLUTION TO GRANT PRELIMINARY/FINAL LAND  
DEVELOPMENT APPROVAL OF MINOR SUBDIVISION PLAN  
2199 BERKS ROAD; BLOCK 24, UNIT 6**

**WHEREAS**, Justin E. Hales and Lauren E. Hales, (hereinafter referred to as "Applicants") have submitted a Minor Subdivision Plan to Worcester Township and have made application for Preliminary/Final Plan Approval of a plan known as Minor Subdivision Plan, 2119 Berks Road Plan, further identified by Worcester Township as Plan no. LD 2017-03 ("Rhoads 2"). The Applicants are owners of an approximate 6.58 acre tract of land located at 2119 Berks Road, Worcester Township, Montgomery County, Pennsylvania in the LPD - Land Preservation Zoning District of the Township, being Tax Parcel No. 67-00-00277-007 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicants propose to subdivide the existing tract into 2 lots; Lot No. 1 containing approximately 3.23 acres and Lot No. 2 containing approximately 3.03 acres; and

**WHEREAS**, said Plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on August 24, 2017; and

**WHEREAS**, the Preliminary/Final Plan for the proposed minor subdivision prepared by Woodrow & Associates, Inc., titled, "Minor Subdivision Plan 2199 Berks Road" consisting of 1 sheet, dated June 15, 2017, is now in a form suitable for Preliminary/Final Plan Approval 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 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 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 July 28, 2017, Ref: #7518, relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of August 16, 2017, MCPC #10-0129-007.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. letter of July 28, 2017, Project No. 817537.11.
- D. Payment to the Township of a Traffic Impact Fee, in the total amount of \$7,954.00, which shall be paid on a per lot basis and at the time of submission of a building permit application for each of the dwellings to be built on 2 lots, in the amount of \$3,977.00 per lot. Any further subdivision of Lot 1 or 2 shall be assessed with the applicable Worcester Township Traffic Impact Fee in effect at the time of such further subdivision.
- 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. Prior to recording the Final Plan, Applicants 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 Applicants shall obligate themselves to complete all of the improvements shown on the Plan 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.

- G. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the Applicants, or their successors or assigns at the Property, Applicants shall, prior to the Township executing the Plan, execute a declaration to reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township, at the Township's sole discretion, with all expenses being charged to the Applicants, in the event said maintenance responsibilities are not fulfilled by the Applicants after the Township provides reasonable notice to the Applicants to do so. The declaration shall be satisfactory to the Township Solicitor and shall be recorded simultaneously with the Plan.
- H. The Applicants shall provide to the Township for signature that number of Plans required for recordation 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 recordation.
- 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 recordation.
- J. The Applicants shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recordation.

- K. The Development shall be constructed in strict accordance with the content of the Plan, notes on the Plan 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 Plan, notes to the Plan, 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, 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 130-16 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 - partial waiver deferring sidewalk installation along all road frontage, until such time as

determined to be required by the Board of Supervisors;

- C. Section 130-18.B of the Worcester Township Subdivision and Land Development Ordinance - requiring curbing to be installed along the street or road fronting the property;
- D. Section 130-28.G(5) of the Worcester Township Subdivision and Land Development Ordinance - requiring perimeter buffer around the property;
- E. Section 130-28.G(9) of the Worcester Township Subdivision and Land Development Ordinance - requiring individual lot landscaping requirements;
- F. Section 130-33.C(1) of the Worcester Township Subdivision and Land Development Ordinance - requiring an Existing Features Plan to show features within 400 feet of any part of the land being subdivided; and
- G. Section 130-33.G of the Worcester Township Subdivision and Land Development Ordinance - requiring a Natural Resource and Protection Plan in conjunction with this proposed subdivision.

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 Plan 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 Plan and submitted them for recording with the Montgomery County Recorder of Deeds. Applicants shall provide the Township with executed Final Plan, record the plan, development

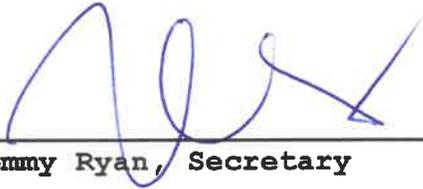
agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

**RESOLVED** and **ENACTED** this 18th day of October, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
Susan G. Caughlan, Chair

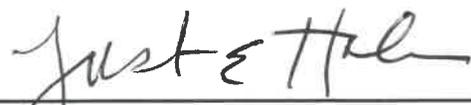
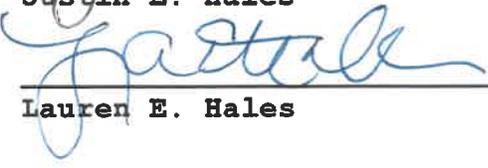
Attest:

  
Tommy Ryan, Secretary

**ACCEPTANCE**

The undersigned states that he/she is authorized to execute this Acceptance on behalf of the Applicants 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 Applicants 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.

Date: 10-24-17

  
Justin E. Hales  
  
Lauren E. Hales

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-20**

**A RESOLUTION TO GRANT PRELIMINARY/FINAL LAND  
DEVELOPMENT APPROVAL OF MINOR SUBDIVISION PLAN  
2199 BERKS ROAD; BLOCK 24, UNIT 131**

**WHEREAS**, Rhoads Real Estate Ventures, (hereinafter referred to as "Applicant") has submitted a Minor Subdivision Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as Minor Subdivision Plan, 2119 Berks Road Plan, further identified by Worcester Township as Plan No. LD 2017-04 ("Rhoads 3"). The Applicant is owner of an approximate 3.88 acre tract of land located at 2119 Berks Road, Worcester Township, Montgomery County, Pennsylvania in the LPD - Land Preservation Zoning District of the Township, being Tax Parcel No. 67-00-00277-025 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes to subdivide the existing tract into 2 lots; Lot No. 1 containing approximately 1.88 acres and Lot No. 2 containing approximately 1.86 acres; and

**WHEREAS**, said Plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on August 24, 2017; and

**WHEREAS**, the Preliminary/Final Plan for the proposed minor subdivision prepared by Woodrow & Associates, Inc., titled, "Minor Subdivision Plan 2199 Berks Road" consisting of 1 sheet, dated June 15, 2017, is now in a form suitable for Preliminary/Final Plan Approval 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 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 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 July 28, 2017, Ref: #7518, relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of August 16, 2017, MCPC #10-0129-006.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. letter of July 28, 2017, Project No. 817537.11.
- D. Payment to the Township of a Traffic Impact Fee, in the total amount of \$7,954.00, which shall be paid on a per lot basis and at the time of submission of a building permit application for each of the dwellings to be built on 2 lots, in the amount of \$3,977.00 per lot. Any further subdivision of Lots 1 or 2 shall be assessed with the applicable Worcester Township Traffic Impact Fee in effect at the time of such further subdivision.
- 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. 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 Plan 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.

- G. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the Applicant, or its successors or assigns at the Property, Applicant shall, prior to the Township executing the Plan, execute a declaration to reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township, at the Township's sole discretion, with all expenses being charged to the Applicant, in the event said maintenance responsibilities are not fulfilled by the Applicant after the Township provides reasonable notice to the Applicant to do so. The declaration shall be satisfactory to the Township Solicitor and shall be recorded simultaneously with the Plan.
- H. The Applicant shall provide to the Township for signature that number of Plans required for recordation 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 recordation.
- I. 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 recordation.
- J. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recordation.

- K. The Development shall be constructed in strict accordance with the content of the Plan, notes on the Plan 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 Plan, notes to the Plan, this Resolution, and the Agreement shall be borne entirely by the Applicant, and shall be at no cost to the Township.
- M. 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.
- N. 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 130-16 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 - partial waiver deferring sidewalk installation along all road frontage, until such time as

determined to be required by the Board of Supervisors;

- C. Section 130-18.B of the Worcester Township Subdivision and Land Development Ordinance - requiring curbing to be installed along the street or road fronting the property;
- D. Section 130-28.G(5) of the Worcester Township Subdivision and Land Development Ordinance - requiring perimeter buffer around the property;
- E. Section 130-28.G(9) of the Worcester Township Subdivision and Land Development Ordinance - requiring individual lot landscaping requirements;
- F. Section 130-33.C(1) of the Worcester Township Subdivision and Land Development Ordinance - requiring an Existing Features Plan to show features within 400 feet of any part of the land being subdivided; and
- G. Section 130-33.G of the Worcester Township Subdivision and Land Development Ordinance - requiring a Natural Resource and Protection Plan in conjunction with this proposed subdivision.

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 Plan 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 Plan and submitted it for recording with the Montgomery County Recorder of Deeds. Applicant shall provide the Township with executed Final Plans, record plans, development

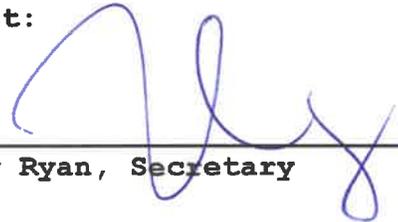
agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved site plan will require the submission of an amended site plan for land development review by all Township review parties.

**RESOLVED** and **ENACTED** this 18th day of October, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
Susan G. Caughlan, 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.

**RHOADS REAL ESTATE VENTURES**

Date: 10/23/17

By:   
W. THOMAS RHOADS  
(PRINT NAME AND TITLE)

MD-3171-17

CLERK OF COURTS  
OFFICE  
MONTGOMERY COUNTY  
PENNA.

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

2017 DEC -7 AM 9: 24

**RESOLUTION 2017-21**

**A RESOLUTION TO ACCEPT DEDICATION OF  
BLATNER ROAD, CASSEL ROAD, KEYSER ROAD,  
STEIGER ROAD AND A PORTION OF NORTH WALES ROAD**

**WHEREAS, TOLL PA, L.P.**, a Pennsylvania limited partnership ("Grantor"), has developed a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania ("Premises") known as The Preserve at Worcester; and,

**WHEREAS**, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment certain right-of-way along the following roads: Blatner Road, Cassel Road, Keyser Road, Steiger Road and a portion of North Wales Road; and,

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

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

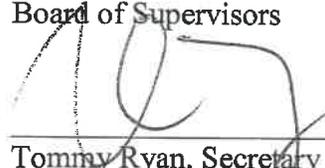
**RESOLVED THIS 15<sup>TH</sup> DAY OF NOVEMBER, 2017.**

**FOR WORCESTER TOWNSHIP**

By:

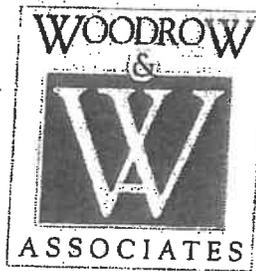
  
\_\_\_\_\_  
Susan G. Caughlan, Chair  
Board of Supervisors

Attest:

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

**EXHIBIT A**

Job Number: 05-0609 d  
Job Name: Preserve at Worcester  
Date: 08/19/2013  
File Name: N. Wales Rd ROW B22/U15



**Area of Right of Way Dedication of North Wales Road  
from lands of Danylo B. & Zenia A. Zacharczuk (Block 22, Unit 15)**

ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to Site Layout Plans – Sections D shown on sheet 9 of 48 for The Preserve at Worcester, a Cluster Development, prepared by Woodrow & Associates, Inc., dated April 1, 2006, last revised August 14, 2013 and recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT of intersection of the common property line between lands now or late of Danylo B. & Zenia A. Zacharczuk (Block 22, Unit 15) and lands now or late of Albert, Jr. & Doris H. Stockel (Block 22, Unit 19), makes with the northwesterly legal right of way line of North Wales Road, having a 40 feet wide half right of way width at this point, said point being a concrete monument to be set;

THENCE, leaving said point of beginning and along the common property line between Zacharczuk and Stockel, South 54 degrees 14 minutes 59 seconds East, a distance of 40.00 feet, to a spike found and held in the bed and in the centerline of North Wales Road;

THENCE, along said centerline of North Wales Road, South 36 degrees 00 minutes 53 seconds West, a distance of 275.00 feet, to a point, a corner of the Parcel to be conveyed to lands of Danylo B. & Zenia A. Zacharczuk (Block 22, Unit 15) being lands of The Reserve at Worcester;

THENCE, along said Parcel to be conveyed to lands of Zacharczuk, North 54 degrees 14 minutes 59 seconds West, a distance of 40.00 feet, to a point on the northwesterly legal right of way line of North Wales Road;

THENCE, along said northwesterly legal right of way line of North Wales Road, being 40.00 feet distant and parallel with the centerline, North 36 degrees 00 minutes 53 seconds East, a distance of 275.00 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 0.2525 Acres.



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

**EXHIBIT B**

Job Number: 05-0609 d  
Job Name: Preserve at Worcester  
Date: 08/19/2013, Rev 10/11/2013  
File Name: Proposed (Total) Road ROW Area



**Legal Description of the Proposed (Total) Road Right of Way Area**  
**offered for Dedication at The Preserve at Worcester**  
**(Block 22, Units 17 & 93)**

ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to Site Layout Plans – Sections A,B,C & D as shown on sheets 6,7,8 & 9 of 48 for The Preserve at Worcester, a Cluster Development, prepared by Woodrow & Associates, Inc., dated April 1, 2006, last revised August 14, 2013 and recorded in the Office for Recording of Deeds at Norristown, Pennsylvania, as follows, to wit:

BEGINNING AT A POINT of curve, a concrete monument to be set, of a radius joining the southwesterly ultimate right of way line of Skippack Pike, being known as S.R. 0073 and having a 50 feet wide half right of way width at this point, with the easterly legal right of way line of the Proposed Road of The Preserve at Worcester, said point being located North 54 degrees 18 minutes 04 seconds West, a distance of 228.90 feet from a concrete monument to be set at the intersection of said southwesterly ultimate right of way line of Skippack Pike with the common property line of The Preserves at Worcester (Block 22, Unit 93) with lands now or late of Gambone Brothers Development Company (Block 22, Unit 18);

THENCE, leaving said point of beginning and along said easterly and southerly legal right of way line of the Proposed Road, the following thirty-three (33) courses and distances:

1. Along an arc of a circle curving to the left, having a radius of 20.00 feet, an arc distance of 31.42 feet, being subtended by a chord bearing of South 80 degrees 41 minutes 56 seconds West and a chord distance of 28.28 feet, to a concrete monument to be set at the point of tangent;
2. South 35 degrees 41 minutes 56 seconds West, a distance of 151.92 feet, to a concrete monument to be set at the point of curve;
3. Along an arc of a circle curving to the left, having a radius of 47.00 feet, an arc distance of 35.73 feet, being subtended by a chord bearing of South 13 degrees 55 minutes 09 seconds West and a chord distance of 34.88 feet, to a concrete monument to be set at the point of tangent;
4. South 7 degrees 51 minutes 37 seconds East, a distance of 23.68 feet, to a concrete monument to be set at the point of curve;
5. Along an arc of a circle curving to the right, having a radius of 170.00 feet, an arc distance of 133.52 feet, being subtended by a chord bearing of South 14 degrees 38 minutes 23 seconds West and a chord distance of 130.11 feet, to a concrete monument to be set at the point of tangent;
6. South 37 degrees 08 minutes 23 seconds West, a distance of 214.57 feet, to a concrete monument to be set at the point of curve;
7. Along an arc of a circle curving to the right, having a radius of 170.00 feet, an arc distance of 133.52 feet, being subtended by a chord bearing of South 59 degrees 38 minutes 23 seconds West and a chord distance of 130.11 feet, to a concrete monument to be set at the point of tangent;
8. South 82 degrees 08 minutes 23 seconds West, a distance of 36.15 feet, to a concrete monument to be set at the point of curve;

Job Number: 05-0609 d  
Job Name: Preserve at Worcester  
Date: 08/19/2013, Rev 10/11/2013  
File Name: Proposed (Total) Road ROW Area

10. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 39.27 feet, being subtended by a chord bearing of South 59 degrees 38 minutes 23 seconds West and a chord distance of 38.27 feet, to a concrete monument to be set at the point of tangent;
11. South 37 degrees 08 minutes 23 seconds West, a distance of 142.18 feet, to a concrete monument to be set at the point of curve;
12. Along an arc of a circle curving to the right, having a radius of 225.00 feet, an arc distance of 157.62 feet, being subtended by a chord bearing of South 57 degrees 12 minutes 33 seconds West and a chord distance of 154.42 feet, to a concrete monument to be set at the point of reverse curve;
13. Along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 108.69 feet, being subtended by a chord bearing of South 59 degrees 29 minutes 08 seconds West and a chord distance of 106.95 feet, to a concrete monument to be set at the point of compound curve;
14. Along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 24.75 feet, being subtended by a chord bearing of South 5 degrees 35 minutes 02 seconds East and a chord distance of 22.04 feet, to a concrete monument to be set at the point of tangent;
15. South 52 degrees 51 minutes 37 seconds East, a distance of 4.49 feet, to a concrete monument to be set at the point of curve;
16. Along an arc of a circle curving to the right, having a radius of 75.50 feet, an arc distance of 118.60 feet, being subtended by a chord bearing of South 7 degrees 51 minutes 37 seconds East and a chord distance of 106.77 feet, to a concrete monument to be set at the point of tangent;
17. South 37 degrees 08 minutes 23 seconds West, a distance of 150.00 feet, to a concrete monument to be set at the point of curve;
18. Along an arc of a circle curving to the right, having a radius of 75.50 feet, an arc distance of 118.60 feet, being subtended by a chord bearing of South 82 degrees 08 minutes 21 seconds West and a chord distance of 106.77 feet, to a concrete monument to be set at the point of tangent;
19. North 52 degrees 51 minutes 37 seconds West, a distance of 4.99 feet, to a concrete monument to be set at the point of curve;
20. Along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet, being subtended by a chord bearing of South 82 degrees 08 minutes 23 seconds West and a chord distance of 21.21 feet, to a concrete monument to be set at the point of tangent;
21. South 37 degrees 08 minutes 23 seconds West, a distance of 64.37 feet, to a concrete monument to be set at the point of curve;
22. Along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 200.53 feet, being subtended by a chord bearing of South 8 degrees 49 minutes 08 seconds East and a chord distance of 179.21 feet, to a concrete monument to be set at the point of tangent;
23. South 54 degrees 46 minutes 40 seconds East, a distance of 342.40 feet, to a concrete monument to be set at the point of curve;
24. Along an arc of a circle curving to the left, having a radius of 40.00 feet, an arc distance of 61.49 feet, being subtended by a chord bearing of North 81 degrees 10 minutes 52 seconds East and a chord distance of 55.61 feet, to a concrete monument to be set at the point of tangent;
25. North 37 degrees 08 minutes 23 seconds East, a distance of 191.30 feet, to a concrete monument to be set at the point of curve;

Job Number: 05-0609 d  
Job Name: Preserve at Worcester  
Date: 08/19/2013, Rev 10/11/2013  
File Name: Proposed (Total) Road ROW Area

26. Along an arc of a circle curving to the right, having a radius of 80.00 feet, an arc distance of 251.33 feet, being subtended by a chord bearing of South 52 degrees 51 minutes 37 seconds East and a chord distance of 160.00 feet, to a concrete monument to be set at the point of tangent;
27. South 37 degrees 08 minutes 23 seconds West, a distance of 187.32 feet, to a concrete monument to be set at the point of curve;
28. Along an arc of a circle curving to the left, having a radius of 40.00 feet, an arc distance of 62.83 feet, being subtended by a chord bearing of South 7 degrees 51 minutes 37 seconds East and a chord distance of 56.57 feet, to a concrete monument to be set at the point of tangent;
29. South 52 degrees 51 minutes 37 seconds East, a distance of 110.00 feet, to a concrete monument to be set at the point of curve;
30. Along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 161.85 feet, being subtended by a chord bearing of South 79 degrees 21 minutes 22 seconds East and a chord distance of 156.15 feet, to a concrete monument to be set at the point of reverse curve;
31. Along an arc of a circle curving to the right, having a radius of 225.00 feet, an arc distance of 203.68 feet, being subtended by a chord bearing of South 79 degrees 55 minutes 07 seconds East and a chord distance of 196.80 feet, to a concrete monument to be set at the point of tangent;
32. South 53 degrees 59 minutes 07 seconds East, a distance of 112.30 feet, to a concrete monument to be set at the point of curve;
33. Along an arc of a circle curving to the left, having a radius of 20.00 feet, an arc distance of 31.42 feet, being subtended by a chord bearing of North 81 degrees 00 minutes 53 seconds East and a chord distance of 28.28 feet, to a concrete monument to be set at the point of tangent on the northwesterly ultimate right of way line of North Wales Road, having a 40 feet wide half right of way width at this point;

THENCE, along the northwesterly ultimate right of way line of North Wales Road, being 40.00 feet distant and parallel to the centerline and crossing the bed of the Proposed Road of The Preserves at Worcester, South 36 degrees 00 minutes 53 seconds West, a distance of 90.00 feet, to a concrete monument to be set at the point of cusp and point of curve;

THENCE, along a radius joining the northwesterly ultimate right of way line of North Wales Road with the westerly and southerly legal right of way line of the Proposed Road of The Preserves at Worcester, along the arc of a circle curving to the left, having a radius of 20.00 feet, an arc distance of 31.42 feet, being subtended by a chord bearing of North 8 degrees 59 minutes 07 seconds West and a chord distance of 28.28 feet, to a concrete monument to be set at the point of tangent on the westerly and southerly legal right of way line of the Proposed Road of The Preserves at Worcester;

THENCE, along said westerly and southerly legal right of way line of the Proposed Road of The Preserves at Worcester, the following Forty-Five (45) courses and distances:

1. North 53 degrees 59 minutes 07 seconds West, a distance of 112.30 feet, to a concrete monument to be set at the point of curve;
2. Along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 158.42 feet, being subtended by a chord bearing of North 79 degrees 55 minutes 07 seconds West and a chord distance of 153.06 feet, to a concrete monument to be set at the point of reverse curve;

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3. Along an arc of a circle curving to the right, having a radius of 225.00 feet, an arc distance of 208.10 feet, being subtended by a chord bearing of North 79 degrees 21 minutes 22 seconds West and a chord distance of 200.76 feet, to a concrete monument to be set at the point of tangent;
4. North 52 degrees 51 minutes 37 seconds West, a distance of 111.78 feet, to a concrete monument to be set at the point of curve;
5. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 50.27 feet, being subtended by a chord bearing of North 81 degrees 39 minutes 51 seconds West and a chord distance of 48.18 feet, to a concrete monument to be set at the point of reverse curve;
6. Along an arc of a circle curving to the right, having a radius of 90.00 feet, an arc distance of 39.61 feet, being subtended by a chord bearing of South 82 degrees 08 minutes 23 seconds West and a chord distance of 39.29 feet, to a concrete monument to be set at the point of reverse curve;
7. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 50.27 feet, being subtended by a chord bearing of South 65 degrees 56 minutes 37 seconds West and a chord distance of 48.18 feet, to a concrete monument to be set at the point of tangent;
8. South 37 degrees 08 minutes 23 seconds West, a distance of 62.60 feet, to a concrete monument to be set at the point of curve;
9. Along an arc of a circle curving to the right, having a radius of 450.00 feet, an arc distance of 311.32 feet, being subtended by a chord bearing of South 56 degrees 57 minutes 33 seconds West and a chord distance of 305.15 feet, to a concrete monument to be set at the point of tangent;
10. South 76 degrees 46 minutes 43 seconds West, a distance of 128.49 feet, to a point of curve;
11. Along an arc of a circle curving to the left, having a radius of 60.00 feet, an arc distance of 52.19 feet, being subtended by a chord bearing of South 51 degrees 51 minutes 30 seconds West and a chord distance of 50.56 feet, to a concrete monument to be set at the point of reverse curve;
12. Along an arc of a circle curving to the right, having a radius of 80.00 feet, an arc distance of 13.95 feet, being subtended by a chord bearing of South 31 degrees 56 minutes 04 seconds West and a chord distance of 13.93 feet, to a concrete monument to be set at the point of tangent;
13. South 36 degrees 55 minutes 51 seconds West, a distance of 5.00 feet, to a concrete monument to be set at the point of curve;
14. Along an arc of a circle curving to the right, having a radius of 80.00 feet, an arc distance of 125.66 feet, being subtended by a chord bearing of South 81 degrees 55 minutes 51 seconds West and a chord distance of 113.14 feet, to a concrete monument to be set at the point of tangent;
15. North 53 degrees 04 minutes 09 seconds West, a distance of 175.61 feet, to a concrete monument to be set at the point of curve;
16. Along an arc of a circle curving to the right, having a radius of 80.00 feet, an arc distance of 125.66 feet, being subtended by a chord bearing of North 8 degrees 04 minutes 09 seconds West and a chord distance of 113.14 feet, to a concrete monument to be set at the point of tangent;
17. North 36 degrees 55 minutes 51 seconds East, a distance of 5.00 feet, to a concrete monument to be set at the point of curve;

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18. Along an arc of a circle curving to the right, having a radius of 80.00 feet, an arc distance of 125.66 feet, being subtended by a chord bearing of North 81 degrees 55 minutes 51 seconds East and a chord distance of 113.14 feet, to a concrete monument to be set at the point of tangent;
19. South 53 degrees 04 minutes 09 seconds East, a distance of 188.62 feet, to a concrete monument to be set at the point of curve;
20. Along an arc of a circle curving to the left, having a radius of 60.00 feet, an arc distance of 52.52 feet, being subtended by a chord bearing of South 78 degrees 08 minutes 43 seconds East and a chord distance of 50.86 feet, to a concrete monument to be set at the point of tangent;
21. North 76 degrees 46 minutes 43 seconds East, a distance of 119.66 feet, to a concrete monument to be set at the point of curve;
22. Along an arc of a circle curving to the left, having a radius of 400.00 feet, an arc distance of 276.73 feet, being subtended by a chord bearing of North 56 degrees 57 minutes 33 seconds East and a chord distance of 271.25 feet, to a concrete monument to be set at the point of tangent;
23. North 37 degrees 08 minutes 23 seconds East, a distance of 62.60 feet, to a concrete monument to be set at the point of curve;
24. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 50.27 feet, being subtended by a chord bearing of North 8 degrees 20 minutes 09 seconds East and a chord distance of 48.18 feet, to a concrete monument to be set at the point of reverse curve;
25. Along an arc of a circle curving to the right, having a radius of 90.00 feet, an arc distance of 36.60 feet, being subtended by a chord bearing of North 8 degrees 49 minutes 08 seconds West and a chord distance of 36.34 feet, to a concrete monument to be set at the point of reverse curve;
26. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 50.27 feet, being subtended by a chord bearing of North 25 degrees 58 minutes 26 seconds West and a chord distance of 48.18 feet, to a concrete monument to be set at the point of tangent;
27. North 54 degrees 46 minutes 40 seconds West, a distance of 342.07 feet, to a concrete monument to be set at the point of curve;
28. Along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 54.54 feet, being subtended by a chord bearing of North 45 degrees 50 minutes 58 seconds West and a chord distance of 54.32 feet, to a concrete monument to be set at the point of reverse curve;
29. Along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 14.11 feet, being subtended by a chord bearing of North 63 degrees 51 minutes 39 seconds West and a chord distance of 13.59 feet, to a concrete monument to be set at the point of reverse curve;
30. Along an arc of a circle curving to the right, having a radius of 78.00 feet, an arc distance of 225.83 feet, being subtended by a chord bearing of North 7 degrees 51 minutes 32 seconds West and a chord distance of 154.82 feet, to a concrete monument to be set at the point of reverse curve;
31. Along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 14.11 feet, being subtended by a chord bearing of North 48 degrees 08 minutes 35 seconds East and a chord distance of 13.59 feet, to a concrete monument to be set at the point of reverse curve;
32. Along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 48.67 feet, being subtended by a chord bearing of North 29 degrees 10

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- minutes 18 seconds East and a chord distance of 48.68 feet, to a concrete monument to be set at the point of tangent;
33. North 37 degrees 08 minutes 23 seconds East, a distance of 382.67 feet, to a concrete monument to be set at the point of curve;
  34. Along an arc of a circle curving to the right, having a radius of 225.00 feet, an arc distance of 157.62 feet, being subtended by a chord bearing of North 57 degrees 12 minutes 33 seconds East and a chord distance of 154.42 feet, to a concrete monument to be set at the point of reverse curve;
  35. Along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 122.60 feet, being subtended by a chord bearing of North 57 degrees 12 minutes 33 seconds East and a chord distance of 120.11 feet, to a concrete monument to be set at the point of tangent;
  36. North 37 degrees 08 minutes 23 seconds East, a distance of 142.18 feet, to a concrete monument to be set at the point of curve;
  37. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 39.27 feet, being subtended by a chord bearing of North 14 degrees 38 minutes 23 seconds East and a chord distance of 38.27 feet, to a concrete monument to be set at the point of tangent;
  38. North 7 degrees 51 minutes 37 seconds West, a distance of 36.15 feet, to a concrete monument to be set at the point of curve;
  39. Along an arc of a circle curving to the right, having a radius of 170.00 feet, an arc distance of 133.52 feet, being subtended by a chord bearing of North 14 degrees 38 minutes 23 seconds East and a chord distance of 130.11 feet, to a concrete monument to be set at the point of tangent;
  40. North 37 degrees 08 minutes 23 seconds East, a distance of 214.57 feet, to a concrete monument to be set at the point of curve;
  41. Along an arc of a circle curving to the right, having a radius of 170.00 feet, an arc distance of 133.52 feet, being subtended by a chord bearing of North 59 degrees 38 minutes 23 seconds East and a chord distance of 130.11 feet, to a concrete monument to be set at the point of tangent;
  42. North 82 degrees 08 minutes 23 seconds East, a distance of 22.77 feet, to a concrete monument to be set at the point of curve;
  43. Along an arc of a circle curving to the left, having a radius of 47.00 feet, an arc distance of 38.10 feet, being subtended by a chord bearing of North 58 degrees 55 minutes 09 seconds East and a chord distance of 37.06 feet, to a concrete monument to be set at the point of tangent;
  44. North 35 degrees 41 minutes 56 seconds East, a distance of 148.44 feet, to a concrete monument to be set at the point of curve;
  45. Along an arc of a circle curving to the left, having a radius of 20.00 feet, an arc distance of 31.42 feet, being subtended by a chord bearing of North 9 degrees 18 minutes 04 seconds West and a chord distance of 28.28 feet, to a concrete monument to be set at the point of tangent on the southwesterly ultimate right of way line of Skippack Pike;

THENCE, along said southwesterly ultimate right of way line of Skippack Pike, being 50.00 feet distant and parallel to the centerline and crossing the bed of the Proposed Road of The Preserves at Worcester, South 54 degrees 18 minutes 04 seconds East, a distance of 110.00 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

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Excepting and reserving the following six parcels of Common Green and Landscape Islands Areas located within the legal right of way lines and excluded from the total area, as follows:

**COMMON GREEN AREA (No.6)**

BEGINNING AT A POINT of curve on the southerly end of an oval shaped parcel of Open Space surrounded by the Proposed Road and being situated near the entrance of said Proposed Road unto Skippack Pike, being known as S.R. 0073, said point being the point of curve of the southerly interior legal right of way line of a radius joining the easterly interior legal right of way line with the westerly interior legal right of way line of said Proposed Road;

THENCE, leaving said point of beginning and along an arc of a circle curving to the right, having a radius of 18.00 feet, an arc distance of 28.27 feet, being subtended by a chord bearing of North 52 degrees 51 minutes 37 seconds West and a chord distance of 25.46 feet, to a point of tangent on the westerly interior legal right of way line of said Proposed Road;

THENCE, along said westerly interior legal right of way line of said Proposed Road, the following five (5) courses and distances:

1. North 7 degrees 51 minutes 37 seconds West, a distance of 34.22 feet, to a point of curve;
2. Along an arc of a circle curving to the right, having a radius of 130.00 feet, an arc distance of 102.10 feet, being subtended by a chord bearing of North 14 degrees 38 minutes 23 seconds East and a chord distance of 99.50 feet, to a point of tangent;
3. North 37 degrees 08 minutes 23 seconds East, a distance of 214.57 feet, to a point of curve;
4. Along an arc of a circle curving to the right, having a radius of 130.00 feet, an arc distance of 102.10 feet, being subtended by a chord bearing of North 59 degrees 38 minutes 23 seconds East and a chord distance of 99.50 feet, to a point of tangent;
5. North 82 degrees 08 minutes 23 seconds East, a distance of 34.22 feet, to a point of curve on the northerly interior legal right of way line of a radius joining the westerly interior legal right of way line with the easterly interior legal right of way line of the said Proposed Road;

THENCE, along said northerly interior legal right of way line, along an arc of a circle curving to the right, having a radius of 18.00 feet, an arc distance of 28.27 feet, being subtended by a chord bearing of South 52 degrees 51 minutes 37 seconds East and a chord distance of 25.46 feet, to a point of tangent on the easterly interior legal right of way line of said Proposed Road;

THENCE, along the said easterly interior legal right of way line of said Proposed Road, the following five (5) courses and distances:

1. South 7 degrees 51 minutes 37 seconds East, a distance of 34.22 feet, to a point of curve;
2. Along an arc of a circle curving to the right, having a radius of 130.00 feet, an arc distance of 102.10 feet, being subtended by a chord bearing of South 14 degrees 38 minutes 23 seconds West and a chord distance of 99.50 feet, to a point of tangent;
3. South 37 degrees 08 minutes 23 seconds West, a distance of 214.57 feet, to a point of curve;
4. Along an arc of a circle curving to the right, having a radius of 130.00 feet, an arc distance of 102.10 feet, being subtended by a chord bearing of South 59 degrees 38 minutes 23 seconds West and a chord distance of 99.50 feet, to a point of tangent;

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5. South 82 degrees 08 minutes 23 seconds West, a distance of 34.22 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 1.3314 Acres.

**COMMON GREEN AREA (No.5)**

BEGINNING AT A POINT of curve on the easterly legal right of way line of the Proposed Road to The Preserve at Worcester, said point being the point of curve of a radius joining the easterly legal right of way line of the main cartway with the westerly interior legal right of way line of an internal loop of the Proposed Road in front of Lots 30 through 33;

THENCE, leaving said point of beginning and along an arc of a circle curving to the right, having a radius of 15.00 feet, an arc distance of 23.56 feet, being subtended by a chord bearing of North 82 degrees 08 minutes 23 seconds East and a chord distance of 21.21 feet, to a point of tangent on the westerly interior legal right of way line of said internal loop of the Proposed Road;

THENCE, along said westerly interior legal right of way line of said internal loop of the Proposed Road, the following six (6) courses and distances:

1. South 52 degrees 51 minutes 37 seconds East, a distance of 4.99 feet, to a point of curve;
2. Along an arc of a circle curving to the right, having a radius of 35.50 feet, an arc distance of 55.76 feet, being subtended by a chord bearing of South 7 degrees 51 minutes 37 seconds East and a chord distance of 50.20 feet, to a point of tangent;
3. South 37 degrees 08 minutes 23 seconds West, a distance of 150.00 feet, to a point of curve;
4. Along an arc of a circle curving to the right, having a radius of 35.50 feet, an arc distance of 55.76 feet, being subtended by a chord bearing of South 82 degrees 08 minutes 25 seconds West and a chord distance of 50.20 feet, to a point of tangent;
5. North 52 degrees 51 minutes 37 seconds West, a distance of 4.99 feet, to a point of curve of a radius joining the said westerly legal right of way line of the internal loop of the Proposed Road with the easterly legal right of way line of the Proposed Road main cartway;

THENCE, along an arc of a circle curving to the right, having a radius of 15.00 feet, an arc distance of 23.56 feet, being subtended by a chord bearing of North 7 degrees 51 minutes 37 seconds West and a chord distance of 21.21 feet, to a concrete monument to be set at the point of tangent on the easterly legal right of way line of the Proposed Road main cartway;

THENCE, along the said easterly legal right of way line of said Proposed Road main cartway, North 37 degrees 08 minutes 23 seconds East, a distance of 191.00 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 0.2669 Acres.

**COMMON GREEN AREA (No.4)**

BEGINNING AT A POINT of reverse curve on the westerly legal right of way line of the Proposed Road to The Preserve at Worcester, said point being the point of curve of a radius joining the westerly legal right

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of way line of the main cartway with the easterly interior legal right of way line of an internal loop of the Proposed Road in front of Lots 13 through 15;

THENCE, leaving said point of beginning and along an arc of a circle curving to the right, having a radius of 8.00 feet, an arc distance of 19.05 feet, being subtended by a chord bearing of South 52 degrees 40 minutes 59 seconds West and a chord distance of 14.86 feet, to a point of compound curve on the easterly interior legal right of way line of said internal loop of the Proposed Road;

THENCE, along said easterly interior legal right of way line of said internal loop of the Proposed Road, along an arc of a circle curving to the right, having a radius of 38.00 feet, an arc distance of 67.96 feet, being subtended by a chord bearing of North 7 degrees 51 minutes 37 seconds West and a chord distance of 59.26 feet, to a point of compound curve of a radius joining said easterly interior legal right of way line of said internal loop of the Proposed Road with the westerly legal right of way line of the Proposed Road main cartway;

THENCE, along an arc of a circle curving to the right, having a radius of 8.00 feet, an arc distance of 19.05 feet, being subtended by a chord bearing of South 68 degrees 24 minutes 13 seconds East and a chord distance of 14.86 feet, to a point of reverse curve on the westerly legal right of way line of the Proposed Road main cartway;

THENCE, along an arc of a circle curving to the left, having a radius of 167.00 feet, an arc distance of 44.78 feet, being subtended by a chord bearing of South 7 degrees 51 minutes 37 seconds East and a chord distance of 44.64 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 0.0303 Acres.

#### COMMON GREEN AREA (No.2)

BEGINNING AT A POINT on a curve of the internal circle, said point being a concrete monument to be set on the inner legal right of way line of the Proposed Road;

THENCE, leaving said point of beginning and along an arc of a circle curving to the right, having a radius of 40.00 feet, an arc distance of 127.00 feet, being subtended by a chord bearing of South 53 degrees 49 minutes 08 seconds East and a chord distance of 79.99 feet, to a point on a curve of the internal circle in the inner legal right of way line;

THENCE, continuing along the inner legal right of way line on an arc of a circle curving to the right, having a radius of 40.00 feet, an arc distance of 124.33 feet, being subtended by a chord bearing of North 53 degrees 49 minutes 08 seconds West and a chord distance of 79.99 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 0.1154 Acres.

#### COMMON GREEN AREA (No.3)

BEGINNING AT A POINT of curve on the westerly legal right of way line of an internal legal right of way line of an internal loop to the Proposed Road to The Preserve at Worcester, said point being the point of curve of a radius joining the easterly interior legal right of way line of said internal loop with the

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westerly interior legal right of way line of the internal loop of the Proposed Road in front of Lots 34 through 39;

THENCE, leaving said point of beginning and along an arc of a circle curving to the right, having a radius of 40.00 feet, an arc distance of 125.66 feet, being subtended by a chord bearing of South 52 degrees 51 minutes 37 seconds East and a chord distance of 80.00 feet, to a point of tangent on the westerly interior legal right of way line of said internal loop of the Proposed Road;

THENCE, along said westerly interior legal right of way line of said internal loop of the Proposed Road, South 37 degrees 08 minutes 23 seconds West, a distance of 156.92 feet, to a point of curve of a radius joining said westerly interior legal right of way line of an internal loop of the Proposed Road with the northerly legal right of way line of the Proposed Road main cartway;

THENCE, along an arc of a circle curving to the right, having a radius of 10.00 feet, an arc distance of 18.75 feet, being subtended by a chord bearing of North 89 degrees 07 minutes 53 seconds West and a chord distance of 16.12 feet, to a point of reverse curve on the northerly legal right of way line of the Proposed Road main cartway;

THENCE, along an arc of a circle curving to the left, having a radius of 90.00 feet, an arc distance of 54.84 feet, being subtended by a chord bearing of North 52 degrees 51 minutes 37 seconds West and a chord distance of 54.00 feet, to a point of reverse curve of a radius joining the northerly legal right of way line of the Proposed Road main cartway with the easterly interior legal right of way line of an internal loop of the Proposed Road;

THENCE, along an arc of a circle curving to the right, having a radius of 10.00 feet, an arc distance of 18.75 feet, being subtended by a chord bearing of North 16 degrees 35 minutes 21 seconds West and a chord distance of 16.12 feet, to a point of tangent on the easterly interior legal right of way line of an internal loop of the Proposed Road;

THENCE, along said easterly interior legal right of way line of an internal loop of the Proposed Road, North 37 degrees 08 minutes 23 seconds East, a distance of 156.92 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 0.3592 Acres.

#### COMMON GREEN AREA (No.1)

BEGINNING AT A POINT of curve on the northerly interior legal right of way line of an internal loop to the Proposed Road to The Preserve at Worcester, said point being the point of curve of a radius joining the northerly interior legal right of way line of said internal loop with the easterly interior legal right of way line of the internal loop of the Proposed Road in front of Lots 3 through 9;

THENCE, leaving said point of beginning and along an arc of a circle curving to the right, having a radius of 40.00 feet, an arc distance of 62.83 feet, being subtended by a chord bearing of South 8 degrees 04

minutes 09 seconds East and a chord distance of 56.57 feet, to a point of tangent on the easterly interior legal right of way line of said internal loop of the Proposed Road;

THENCE, along said easterly interior legal right of way line of said internal loop of the Proposed Road, South 36 degrees 55 minutes 51 seconds West, a distance of 5.00 feet, to a point of curve of a radius

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joining said easterly interior legal right of way line of an internal loop of the Proposed Road with the southerly interior legal right of way line of the internal loop of the Proposed Road;

THENCE, along an arc of a circle curving to the right, having a radius of 40.00 feet, an arc distance of 62.83 feet, being subtended by a chord bearing of South 81 degrees 55 minutes 51 seconds West and a chord distance of 56.57 feet, to a point of tangent on the southerly interior legal right of way line of the internal loop of the Proposed Road;

THENCE, along said southerly interior legal right of way line of the internal loop of the Proposed Road, North 53 degrees 04 minutes 09 seconds West, a distance of 175.61 feet, to a point of curve of a radius joining the southerly interior legal right of way line of the internal loop with the westerly interior legal right of way line of an internal loop of the Proposed Road;

THENCE, along an arc of a circle curving to the right, having a radius of 40.00 feet, an arc distance of 62.83 feet, being subtended by a chord bearing of North 8 degrees 04 minutes 09 seconds West and a chord distance of 56.57 feet, to a point of tangent on the westerly interior legal right of way line of an internal loop of the Proposed Road;

THENCE, along said westerly interior legal right of way line of an internal loop of the Proposed Road, North 36 degrees 55 minutes 51 seconds East, a distance of 5.00 feet, to a point of curve of a radius joining the westerly interior legal right of way line of the internal loop with the northerly interior legal right of way line of the internal loop of the Proposed Road;

THENCE, along an arc of a circle curving to the right, having a radius of 40.00 feet, an arc distance of 62.83 feet, being subtended by a chord bearing of North 81 degrees 55 minutes 51 seconds East and a chord distance of 56.57 feet, to a point of tangent on the northerly interior legal right of way line of an internal loop of the Proposed Road;

THENCE, along said northerly interior legal right of way line of the internal loop of the Proposed Road, South 53 degrees 04 minutes 09 seconds East, a distance of 175.61 feet, to a point, said point being the first mentioned point and PLACE OF BEGINNING.

Containing in area 0.4672 Acres.

Containing a Total Right-of-Way Area of 6.5553 Acres.



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

TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA

**RESOLUTION 2017-22**

A RESOLUTION TO GRANT  
REVISED PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL OF  
2750 MORRIS ROAD - BUILDING "E" NORTH PLAN

**WHEREAS**, Advance Realty Management, Inc. (hereinafter referred to as "Applicant") has submitted a Land Development Plan to Worcester Township and has made application for Preliminary/Final Plan Approval of a plan known as 2750 Morris Road - Building "E" North Plan. The Applicant is Manager for DIV-AR Property, LP, owner of an approximate 87.01 acre tract of land located at 2750 Morris Road, Worcester Township, Montgomery County, Pennsylvania in the IR-Industrial Research Zoning District of the Township, being Tax Parcel No. 67-00-02512-004 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the property was subject to a previous Land Development Application which was granted preliminary and partial final approval by the Worcester Township Board of Supervisors on September 21, 2011, pursuant to Resolution No. 2011-12. Subsequent to that approval, various revised phase plans were submitted and reviewed by the Township Engineer and portions of the work on the plan was completed by the previous owners and present owner, as applicable; the work completed was referenced as Phase 1A, Phase 1B, Phase 1C, and Building "E" - West, Phase 1 on the plan; and

**WHEREAS**, the Applicant now proposes to construct 12 loading docks along with associated infrastructure on the North side of Building "E", and modification of the of the parking area to the north of Building "B", which were not part of the original Land Development Plan that was approved by the Township; and

**WHEREAS**, said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on October 26, 2017; and

**WHEREAS**, the Preliminary/Final Plan for the proposed Land Development, prepared by Irick, Eberhardt and Mientus, Inc., titled, "2750 Morris Road - Building "E" North" consisting of 26 sheets, dated June 17, 2011, with latest revisions dated October 27, 2017, (the "Plan(s)" or "Preliminary/Final Plan") is now in a

form suitable for Preliminary/Final Plan Approval 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 prepared by Irick, Eberhardt and Mientus, Inc. 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 October 3, 2017.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of October 13, 2017.
- C. Compliance with all comments and conditions set forth in the McMahan Associates, Inc. letter of October 17, 2017.
- D. Applicant agrees to replace any dead trees along the east property line that were planted as part of the Phase 1A portion of the approved overall Land Development Plan.
- 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. 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 as required by the Pennsylvania Municipalities Planning Code.

- G. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the Applicant, or its successor or assigns at the Property, Applicant shall, prior to the Township executing the Plans, execute a declaration to reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township, at the Township's sole discretion, with all expenses being charged to the Applicant, in the event said maintenance responsibilities are not fulfilled by the Applicant after the Township provides reasonable notice to the Applicant to do so. The declaration shall be satisfactory to the Township Solicitor and shall be recorded simultaneously with the Plans.
- H. The Applicant shall provide to the Township for signature that number of Plans required for recordation 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 recordation.
- I. 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 recordation.
- J. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recordation.

- K. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this 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 Applicant, and shall be at no cost to the Township.
- M. 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.
- N. 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. Pursuant to Resolution No. 2011-12, the Worcester Township Board of Supervisors granted the following waivers requested with respect to the overall Plan:

- A. Section 130-17.D.7 & D.11 of the Worcester Township Subdivision and Land Development Ordinance - parking space size;
- B. Section 130-28.G.(6)(b) of the Worcester Township Subdivision and Land Development Ordinance - parking lot row size; and

C. Section 130-28.F.(6)(d) of the Worcester Township Subdivision and Land Development Ordinance - slopes exceeding twenty-five percent (25%) must be stabilized with Rip-Rap.

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 15th day of November, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
Susan G. Caughlan, 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.

**ADVANCE REALTY MANAGEMENT, INC.**

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

**By:** \_\_\_\_\_  
**Duane S. Horne, Property Manager**  
**Advance Realty Management, Inc.,**  
**Manager for DIV-AR Property, LP**

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-23**

**A RESOLUTION TO GRANT PRELIMINARY/FINAL LAND  
DEVELOPMENT APPROVAL OF 1325 HOLLOW ROAD PLAN**

**WHEREAS**, James J. Himsworth, Jr., (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 1325 Hollow Road Plan. The Applicant is the owner of two tracts consisting of approximately 9.43 acres located at 1325 Hollow Road, Worcester Township, Montgomery County, Pennsylvania in the AGR - Agricultural Zoning District of the Township, being Tax Parcel Nos. 67-00-01315-004 and 67-00-01315-013 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes to subdivide two existing tracts of approximately 9.43 acres into three lots. Lot 1 will contain approximately 2.45 acres with the existing home and structures, which will remain. Lot 2 will contain approximately 3.18 acres and Lot 3 will contain approximately 2.93 acres. No new construction is proposed with this Plan; and

**WHEREAS**, said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on October 26, 2017; and

**WHEREAS**, the Preliminary/Final Plan for the proposed Subdivision, prepared by Woodrow and Associates, Inc., titled, "1325 Hollow Road" consisting of 1 sheet, dated August 4, 2017, with latest revisions dated October 11, 2017, 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 prepared by Woodrow and Associates, Inc. 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 October 16, 2017.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of September 21, 2017.
- C. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. review letter of September 18, 2017.
- D. Payment to the Township of a Traffic Impact Fee, in the total amount of \$6,250.00, which shall be paid on a per lot basis and at the time of submission of a building permit application for each of the dwellings to be built on Lots 2 & 3, in the amount of \$3,125.00 per lot.
- 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. 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 as required by the Pennsylvania Municipalities Planning Code.
- G. The Applicant's obligation to install sidewalks along the site frontages of Hollow Road and Water Street Road, 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.
- H. The Applicant shall provide to the Township for signature that number of Plans required for recordation 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 recordation.
- I. 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 recordation.
- J. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recordation.

- K. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this 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 Applicant, and shall be at no cost to the Township.
- M. 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.
- N. 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 130-16 of the Worcester Township Subdivision and Land Development Ordinance - to permit an approximate 20-foot cartway width along the site frontage of Hollow Road and an approximate 21-foot cartway width along the site frontage of Water Street;

- B. Section 130-18.B of the Worcester Township Subdivision and Land Development Ordinance - requiring curbing;
- C. Section 130-28.G(5) of the Worcester Township Subdivision and Land Development Ordinance - partial waiver regarding perimeter buffers;
- D. Section 130-28.G(9) of the Worcester Township Subdivision and Land Development Ordinance - requiring individual lot landscaping requirements;
- E. Section 130-33.C(1) of the Worcester Township Subdivision and Land Development Ordinance - requiring an Existing Features Plan to show features within 400 feet of any part of the land being subdivided; and
- F. Section 130-33.G of the Worcester Township Subdivision and Land Development Ordinance - requiring a Natural Resources Protection Plan.

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.

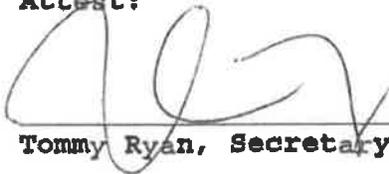
**BE IT FURTHER RESOLVED** that the Plans shall be considered to have received Preliminary/Final Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate 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 15th day of November, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**Attest:**

  
Tommy Ryan, Secretary

By:   
Susan G. Caughlan, Chair

**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.

Date: 11.16.17

By:   
James J. Himsworth, Jr.  
By Mark F. Himsworth, Power  
of Attorney

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-24**

**A RESOLUTION TO PROHIBIT THE LOCATION AND OPERATION  
OF A CATEGORY 4 CASINO FACILITY IN WORCESTER TOWNSHIP**

**WHEREAS**, Act 42 of 2017 authorizes the licensing of ten (10) Category 4 casinos within the Commonwealth; and,

**WHEREAS**, Category 4 casinos will licensed to those that operate a Category 1, Category 2 or Category 3 casino within the Commonwealth; and,

**WHEREAS**, Act 42 of 2017 provides municipalities with the option to prohibit the location and operation of a Category 4 casino facility within their municipal boundaries; and,

**WHEREAS**, a resolution to prohibit the location and operation of a Category 4 casino facility within the municipal boundaries must be passed by the governing body of the municipality, and delivered to the Pennsylvania Gaming Control Board no later than December 31, 2017;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors adopts this resolution in accordance with §1305.1(A.1)(1) of Act 42 of 2017, so to prohibit the placement and operation of a Category 4 casino facility within the boundaries of Worcester Township;

**AND BE IT FURTHER RESOLVED**, that a copy of this resolution shall be delivered to the Pennsylvania Gaming Control Board no later than December 31, 2017.

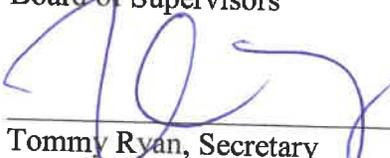
**RESOLVED THIS 20<sup>TH</sup> DAY OF DECEMBER, 2017.**

**FOR WORCESTER TOWNSHIP**

By:

  
\_\_\_\_\_  
Susan G. Caughlan, Chair  
Board of Supervisors

Attest:

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

**TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2017-25**

**A RESOLUTION TO GRANT FINAL LAND DEVELOPMENT APPROVAL  
FOR STONY CREEK VILLAGE, LP**

**WHEREAS**, Stony Creek Village, LP, (hereinafter referred to as "Applicant") has submitted a Land Development Plan to Worcester Township and has made application for Final Plan Approval of a plan known as Stony Creek Village Commercial Development Plan (the "Development"). The Applicant is legal owner of an approximate 4.8 acre tract of land located at North Wales and Township Line Roads, Worcester Township, Montgomery County, Pennsylvania in the Commercial and Agricultural Zoning Districts of the Township, being Tax Parcel No. 67-00-02608-007 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

**WHEREAS**, the Applicant proposes to construct three buildings for office, retail and restaurant use, along with an associated parking area. Two buildings will contain retail uses on the first floor and office use on the second floor. The third building will contain both retail and a restaurant use; and

**WHEREAS**, the Worcester Township Board of Supervisors granted Preliminary Approval of the Development by Resolution No. 05-22, on December 5, 2005; and

**WHEREAS**, said plan received a recommendation for Final Plan Approval by the Worcester Township Planning Commission at their meeting on November 9, 2017; and

**WHEREAS**, the Final Plan for the proposed Stony Creek Village Land Development, prepared by Bohler Engineering, Inc. of Philadelphia, Pennsylvania, titled, "Stony Creek Village, LP" consisting of 20 sheets, dated September 21, 2017, and reports titled "Post Construction Stormwater Narrative" and "Erosion and Sediment Pollution Control Calculations", and 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 Bohler Engineering, 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 October 10, 2017.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of October 19, 2017.
- C. Compliance with the Decision and Order of the Worcester Township Zoning Hearing Board entered on December 16, 2003, circulated January 16, 2004, regarding Application No. 03-17.
- D. Payment to the Township of a Traffic Impact Fee, in the total amount of \$300,000, which shall be paid in full at the time of submission of the first building permit application.
- 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. 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.

- G. Although the maintenance of all detention basins and surface and subsurface stormwater drainage easements shall be the responsibility of the Applicant, or its successors or assigns at the Property, Applicant shall, prior to the Township executing the Plans, execute a declaration to reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township, at the Township's sole discretion, with all expenses being charged to the Applicant, in the event said maintenance responsibilities are not fulfilled by the Applicant after the Township provides reasonable notice to the Applicant to do so. The declaration shall be satisfactory to the Township Solicitor and shall be recorded simultaneously with the Plans.
- H. The Applicant shall provide to the Township for signature that number of Plans required for recordation 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 recordation.
- I. 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 recordation.

- J. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recordation.
- K. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this 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 Applicant, and shall be at no cost to the Township.
- M. 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.
- N. 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.** Pursuant to Resolution No. 05-22, the Worcester Township Board of Supervisors granted the following waivers requested with respect to this Plan:

- A. Section 130-17.D.7 of the Worcester Township Subdivision and Land Development Ordinance -

parking stall dimensions shall be not less than 10 ft. in width and 20 ft. in depth;

- B. Section 130-24.B.4.f.1 of the Worcester Township Subdivision and Land Development Ordinance - all detention basins shall be designed as per procedures developed by US Soil Conservation service as outlined in its Technical Release No. 55;
- C. Section 130-16.C of the Worcester Township Subdivision and Land Development Ordinance - sidewalks shall be provided along all streets unless not required by the Board of Supervisors. Applicant is obligated to install a six foot (6') wide walking trail and provide a fifteen foot (15') wide trail easement along North Wales Road in lieu of the construction of sidewalks;
- D. Section 130-24.B.4.f.2 of the Worcester Township Subdivision and Land Development Ordinance - a 100-Year, 24 Hour Storm under full development conditions should be released at a maximum outflow rate equal to that resulting from a 10-Year, 24 Hour Storm under present conditions;
- E. Section 130-24.B.3.j of the Worcester Township Subdivision and Land Development Ordinance - minimum of 3 feet of coverage shall be maintained over all storm drain pipes;
- F. Section 130-33.C.1.n.4 of the Worcester Township Subdivision and Land Development Ordinance - show existing features within 400 feet of the property; and
- G. Section 130-18.B of the Worcester Township Subdivision and Land Development Ordinance - all curbing to be constructed of concrete.

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 20th day of December, 2017 by the Worcester Township Board of Supervisors.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**Attest:**

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

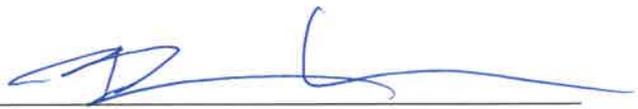
By:   
\_\_\_\_\_  
Susan G. Caughlan, Chair

**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.

**Stony Creek Village, LP**

Date: 1/3/18

By: 

Brennan Morich, VP HA  
(PRINT NAME AND TITLE)