

**AGENDA
WORCESTER TOWNSHIP BOARD OF SUPERVISORS
REORGANIZATION MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE - WORCESTER, PA
JANUARY 3, 2017 - 11:00 AM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

INFORMATIONAL ITEMS

PUBLIC COMMENT

- A five minute per person limit for any items not listed on this agenda for official action.

OFFICIAL ACTION ITEMS

- a) Temporary Chair
 - A motion to appoint a Temporary Chair.
- b) Temporary Secretary
 - A motion to appoint a Temporary Secretary.
- c) Chair to the Board of Supervisors
 - A motion to appoint a Chair to the Board of Supervisors for 2017.
- d) Vice Chair to the Board of Supervisors
 - A motion to appoint a Vice Chair to the Board of Supervisors for 2017.
- e) official and volunteer appointments
 - A motion to appoint official and volunteer positions.
- f) holiday and meeting schedules
 - A motion to set the holiday and meeting schedules.
- g) other establishments
 - A motion to set Township depositories, Treasurer bond amount, vehicle reimbursement rate, and the newspaper of record.
- h) Resolution 2017-01
 - A resolution to authorize certain activities conducted by the Worcester Township Volunteer Fire Department.
- i) Resolution 2017-02
 - A resolution to establish a fee schedule.

(over)

- j) Resolution 2017-03
 - A resolution to approve a contract for planning services with Montgomery County.

OTHER BUSINESS

ADJOURNMENT

UPCOMING MEETINGS

Board of Auditors, Reorganization Meeting	Wednesday, January 4	8:30 AM
Board of Supervisors, Work Session	Wednesday, January 18	6:00 PM
Board of Supervisors, Business Meeting	Wednesday, January 18	7:30 PM
Planning Commission	Thursday, January 26	7:30 PM
Zoning Hearing Board	<i>next hearing date to be confirmed</i>	

***The Board of Auditors will meet at the Township Building, 1721 Valley Forge Road.
All other meetings will be held at the Worcester Township Community Hall, 1031 Valley Forge Road.***

MEMO

to: Board of Supervisors

cc:

from: Tommy Ryan, Township Manager

date: December 23, 2016

re: annual appointments and proposed schedules

Below find my recommendations for the annual appointments, schedules and other matters. The Members will discuss these items at the January 3 Reorganization Meeting.

OFFICIAL & VOLUNTEER APPOINTMENTS

- a. Township Manager, Tommy Ryan
- b. Secretary, Tommy Ryan
- c. Zoning Officer, Tommy Ryan
- d. Right To Know Officer, Tommy Ryan
- e. Pension Plan Administrative Officer, Tommy Ryan
- f. Finance Director, Erica Lucey
- g. Treasurer, Erica Lucey
- h. Assistant Treasurer, Nicole Panzullo
- i. Assistant Zoning Officer, Kristen Marin
- j. Assistant Zoning Officer, CKS, Inc.
- k. Assistant Secretary, Laura Simpson
- l. Public Works Director, Robert D'Hulster
- m. Fire Marshal, David Cornish
- n. Building Code Official, Keystone Municipal Services, Inc.
- o. Township Engineer, CKS, Inc.
- p. Township Solicitor, Robert L. Brant & Associates
- q. Township Auditor, Bee Bergvall & Co., P.C.
- r. PSATS Convention Delegate, Arthur Bustard
- s. PSATS Convention Delegate, Susan Caughlan
- t. PSATS Convention Delegate, Stephen Quigley
- u. PSATS Convention Voting Delegate, Arthur Bustard
- v. Deputy Tax Collector, Laurie Augustine
- w. Gordon Todd, to the position of Vacancy Board Chairman, for a one-year term to expire on December 31, 2017
- x. Caesar Gambone, to the position of Zoning Hearing Board Member, for a three-year term to expire on December 31, 2019
- y. Paul Ziegler, to the position of Township Representative to the North Penn Water Authority, for a five-year term to expire on December 31, 2021

SCHEDULES

- a. holiday schedule (office observance dates):
 - i. President's Day (February 20)
 - ii. Memorial Day (May 29)
 - iii. Independence Day (July 4)
 - iv. Labor Day (September 4)
 - v. Thanksgiving Day (November 23)
 - vi. the day after Thanksgiving (November 24)
 - vii. Christmas Eve Day (not applicable)
 - viii. Christmas Day (December 25)
 - ix. New Year's Eve Day (not applicable)
 - x. New Year's Day, (January 1, 2018)
- b. meeting schedule:
 - i. Board of Auditors 2017 Reorganization meeting, to be held January 4, at 8:30AM, at the Township Building, 1721 Valley Forge Road.
 - ii. Board of Supervisors Work Sessions and Business Meetings, to be held on January 18, February 15, March 15, April 19, May 17, June 21, July 19, August 16, September 20, October 18, November 15 and December 20. The Work Sessions will start at 6:00PM and the Business Meeting will start at 7:30PM, and all meetings to be held at Worcester Township Community Hall, 1031 Valley Forge Road.
 - iii. Planning Commission, to be held on January 26, February 23, March 23, April 27, May 25, June 22, July 27, August 24, September 28, October 26, November 9, and December 14, all meetings to start at 7:30PM, and all meetings to be held at Worcester Township Community Hall, 1031 Valley Forge Road.
 - iv. Zoning Hearing Board meetings are normally held on the fourth Tuesday of each month at Worcester Township Community Hall, 1031 Valley Forge Road, and each meeting is individually advertised.
 - v. Board of Supervisors 2018 Reorganization meeting, to be held on January 2, 2018 at 11AM, at the Worcester Township Community Hall, 1031 Valley Forge Road.

OTHER ESTABLISHMENTS

- a. Township depositories – Pennsylvania Local Government Investment Trust, Ambler Savings Bank, Key Bank, and Uninvest-Union National Bank
- b. Treasurer's Bond – to require the Treasurer to be bonded in the amount of \$10 million
- c. vehicle reimbursement rate – IRS-approved rate for miles driven for business purposes
- d. newspaper of record – *Times Herald*, Norristown

EXHIBIT A

Section I - RESIDENTIAL BUILDING PERMITS

new dwellings, per sf	\$	0.35
building additions & renovations, minimum \$50; per sf	\$	0.35
decks 30" or more above grade	\$	95.00
fire suppression or detection systems, standpipes & hose cabinets	\$	110.00
accessory structures 500 sf and greater	\$	65.00
generators, plus electrical permit fee	\$	65.00
windows & doors requiring structural change	\$	65.00
driveway gates, plus electrical permit fee, if applicable	\$	65.00
Use & Occupancy permit, temporary or permanent, new homes only	\$	95.00
miscellaneous construction		by escrow

Section II - NON-RESIDENTIAL BUILDING PERMITS

new buildings, per sf	\$	0.40
building additions & renovations		
for the first 500 sf of floor area	\$	275.00
for each additional 500 sf of floor area or fraction thereof	\$	200.00
windows & doors requiring structural change; driveway gates	\$	65.00
driveway gates, plus electrical permit fee, if applicable	\$	65.00
fire suppression or detection systems, standpipes & hose cabinets	\$	200.00
generators, plus electrical permit fee	\$	110.00
construction trailers, plus electrical and mechanical permit fee, if applicable	\$	105.00
Use & Occupancy permit, temporary or permanent, new construction only	\$	95.00
Use & Occupancy inspection, tenant change, resale, use change	\$	95.00
miscellaneous construction		by escrow

Section III - MECHANICAL, ELECTRICAL & PLUMBING PERMITS

mechanical	\$	80.00
gas piping installtion	\$	65.00
electrical	\$	25.00
plumbing		
up to three fixtures	\$	60.00
each additional fixture	\$	20.00
water service	\$	50.00
sewer lateral	\$	50.00
grinder pump	\$	45.00
sewer tapping fee, <i>per EDU</i>	\$	1,900.00

Section IV - OTHER BUILDING PERMIT & REVIEW FEES

retaining walls 4' or greater in height	\$	75.00
fences 6' or greater in height	\$	45.00
pools, spas & hot tubs		
above-ground	\$	75.00
in-ground	\$	135.00
signs		
requires building inspector and zoning officer reviews	\$	75.00
requires zoning officer review only	\$	45.00
flag poles	\$	45.00
cell & radio antennas 50 feet and greater in height	\$	400.00
demolition permit		
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
below-ground tank, <i>installation or removal, non-propane</i>	\$	70.00

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

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

Section V - ZONING PERMITS

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

Section VI - PERMIT & INSPECTION PENALTIES

failure to provide 24 hours notice to cancel inspection cancellation	\$	50.00
not ready for inspection, <i>per occurrence</i>	\$	60.00
failure to correct deficiencies found after two inspections, <i>per occurrence</i>	\$	60.00
penalty fee for failure to obtain a permit, <i>in addition to permit fee</i>		2x permit fee

Section VII - ZONING HEARING BOARD & UCC APPEAL BOARD FEES

application fee, includes appeals of Zoning Officer determination	\$	800.00
fee to continue Zoning Hearing Board or UCC Board of Appeals hearing	\$	300.00
fee to postpone Zoning Hearing Board or UCC Board of Appeals hearing	\$	350.00
transcript copy		actual
Zoning Officer determination letter	\$	90.00

Section VIII - BOARD OF SUPERVISOR FEES

application for Conditional Use hearing		
applicaton fee	\$	1,000.00
fee to continue Conditional Use hearing	\$	175.00
fee to postpone Conditional Use hearing	\$	225.00
application to amend the Zoning Map		
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
application to amend the Zoning Ordinance		
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
validity challenge to the Zoning Ordinance or Zoning Map		
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

Subdivision & Land Development, Sketch Plan		
application fee	\$	200.00
escrow	\$	500.00
Subdivision, Residential, 1 to 3 lots		
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
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

sewer rental fee	
quarterly fee, residential	\$ 129.45
quarterly fee, commercial, per 1,000 gallons	\$ 8.45
sewer certification	
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

fire alarm system registration fee		no fee
false alarm penalty		
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

Community Hall rental fee		
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
pavilion rental fee, <i>Township resident, Township business/organization</i>		
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
pavilion rental fee, <i>non-Township resident, Non-Township business/organization</i>		
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
field rental fee, single use, <i>Township resident, Township business/organization</i>		
up to four hours	\$	25.00
each additional hour	\$	5.00
field rental fee, single use, <i>non-Township resident, Non-Township business/organization</i>		
up to four hours	\$	50.00
each additional hour	\$	5.00
field rental fee, Spring season use (March 1 to July 31)		
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)

field rental fee, Fall season use (August 1 to November 30)	
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

credit card convenience charge, varies by credit card company	actual
Township-authorized services by Township consultants, hourly fee	actual
Township-authorized services by Township consultants, reimbursables	actual
mileage reimbursement	IRS rate
miscellaneous charges, postage, toll calls, delivery fees, out-of-office copy fees, etc.	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.*

**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.
_____ Montgomery 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:	Per Planner-Day = \$672.00
For the second year of a three-year contract:	Per Planner-Day = \$679.00
For the third year of a three-year contract:	Per Planner-Day = \$686.00

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

Per year for a three-year contract:	Per Planner-Day = \$679.00
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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>
	<i>Year One Total</i>	\$19,488.00	\$ 9,744.00
 <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>
	<i>Year Two Total</i>	\$19,691.00	\$ 9,845.50
 <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>
	<i>Year Three Total</i>	\$19,894.00	\$ 9,947.00
	 <i>Total Contract Costs (Years 1-3)</i>	 <u>\$59,073.00</u>	 <u>\$29,536.50</u>

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

AGENDA
WORCESTER TOWNSHIP BOARD OF SUPERVISORS
WORK SESSION MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE - WORCESTER, PA
WEDNESDAY, JANUARY 18, 2017 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

INFORMATIONAL ITEMS

PUBLIC COMMENT

- A five-minute limit per person.

PRESENTATIONS

- a) municipal collection services
 - Jason Leininger, Managing Partner for Portnoff Law Associates, will make a presentation regarding municipal collection services.

OTHER BUSINESS

ADJOURNMENT

UPCOMING MEETINGS

Planning Commission	Thursday, January 26	7:30 PM
Board of Supervisors and		
Planning Commission, Joint Meeting	Wednesday, February 15	6:00 PM
Board of Supervisors, Business Meeting	Wednesday, February 15	7:30 PM
Zoning Hearing Board	<i>next hearing date to be confirmed</i>	

All other meetings will be held at the Worcester Township Community Hall, 1031 Valley Forge Road.



PORTNOFF LAW ASSOCIATES, LTD.

WHY DO TOWNSHIPS HIRE PORTNOFF LAW ASSOCIATES?

Townships across Pennsylvania are finding it harder and harder to balance their annual budgets. One source of frequently untapped revenue is the collection of delinquent real estate taxes and municipal obligations. At essentially no cost to your township, Portnoff Law Associates can help maximize the recovery of these delinquent accounts.

Portnoff Law Associates is a fully-staffed law firm with over twenty-five years of experience collecting municipal delinquencies. Our entire legal practice revolves around the collection of delinquent real estate taxes and municipal user fee accounts, ranging from trash, water and sewer fees, to fire marshal, streetlight, capital improvement and abatement of nuisance charges. We currently represent over 125 municipal clients in 23 Pennsylvania counties. Employing our services can help your township generate revenue faster, while at the same time relieving your staff of this time-consuming and often frustrating task; all at essentially no cost to your constituents.

The Portnoff Process offers our clients several substantial advantages. We proceed under the Municipal Claims and Tax Liens Act, which allows our clients to provide immediate financial incentive to make payment quickly by passing through all collection costs to the delinquent property owner. At the end of the day, no new money will come out of the township's pockets to pay for our collection services, allowing the township to receive 100% of the face, penalty and interest collected. The township will not be charged any commission for our services and we will make weekly remittances of our collections to enable the township to have immediate use of its money.

The Portnoff Process allows the township to retain local control over the entire collection process. Your township can establish its own parameters for collection, pursuing delinquencies as aggressively or leniently as deemed appropriate. In order to enable the township to bring in more money faster, our firm will accept payment plans on larger balance files and will administer a hardship program for owner-occupants who are experiencing a legitimate financial hardship, at no expense to the township or the property owner. Portnoff Law Associates is known throughout Pennsylvania for its exemplary customer service. Because we only represent public entities, we understand the delicate sensitivities of public debt collection and work very hard to ensure that our actions and the manner in which we treat constituents reflect well on our clients.

Please do not hesitate to contact our firm with any questions.



PORTNOFF LAW ASSOCIATES, LTD.

Frequently Asked Questions

How much will it cost the township to utilize Portnoff Law Associates' services?

At the end of the day, no new money will come out of the township's pockets to pay for PLA's services. Under Pennsylvania law, the fair and reasonable costs of collection may be assessed against the delinquent property owner. The township is asked to front the charge of \$40 plus postage to cover the costs of the work required to provide legal notice of fee shifting to the delinquent property owner. This cost can be passed through to the delinquent property owner and the township will not be invoiced for this charge until PLA has collected at least that sum for the township. After that, all collection costs, including court costs, sheriff's fees and PLA's attorney's fees, will be charged directly to the delinquent property owner, allowing the township to maximize its collections without any cost to its constituents.

How will property owners react to the township's involvement with PLA?

Portnoff Law Associates is a professional law firm with verifiable local references and over twenty-five years of experience in the field. PLA is known throughout Pennsylvania for its exemplary customer service. We frequently receive thank you notes from property owners who appreciate the manner in which their accounts were handled by our firm. We have a friendly, highly-trained staff that treats every property owner with the utmost courtesy and respect. We work hard to accommodate each individual's unique situation through the administration of our hardship program and extended payment plans.

When will the township receive the funds collected by PLA? How will the township be updated on the progress of delinquent accounts?

PLA remits all monies received (including interest and penalties) to our clients on a weekly basis, and the remittance can be made through electronic ACH transfer. The remittance statement identifies who has paid, the amount of the payment, the account against which the payment has been applied, and the balance due. This weekly accounting affords the township immediate use of its money and enables it to track its receivables with accuracy.

What are the benefits of using PLA to collect the township's delinquent real estate taxes?

1. PLA collects delinquencies faster, evaluating each account according to its individual set of circumstances. We historically collect between 20% and 50% of the delinquent taxes within 45 days of the initial notice, and remit all funds collected weekly so the township has immediate use of its money.
2. PLA allows the township to retain local control over the entire collection process, with the ability to increase collections through the implementation of payment plans and a hardship program. PLA can pursue delinquent taxpayers as aggressively or leniently as the township deems appropriate.
3. PLA's collection efforts frequently result in a reduction in future delinquencies, with an increase in the township's current tax collection rate.

What is the relationship between PLA and the county tax claim bureau?

Pennsylvania law requires all taxing districts to make a return of their delinquent real estate taxes to the county tax claim bureau. This return triggers an obligation on the part of the taxing district to pay the tax claim bureau a 5% commission upon collection of the tax. This 5% commission is due regardless of whether the tax is collected through the efforts of the tax claim bureau or a private collector. If PLA is retained, the township must instruct the tax claim bureau to refrain from collecting the delinquent taxes to avoid multiple demands from different collectors for the same debt. If instructed, PLA will remit 5% of the tax and penalty collected to the county tax claim bureau on behalf of the township. Some clients have asked PLA to pass through this 5% commission charge to the delinquent taxpayer.

How does PLA differ from other third-party collectors and companies that want to purchase liens outright?

Third-party lien purchasers frequently charge high transaction fees, significantly cutting into the value of the short-term financial benefit gained from the sale. With PLA, the township does not pay any fee or commission for the use of our services. Unlike typical collection companies, Portnoff Law Associates is a fully-staffed law firm, providing our clients with access to our entire legal team to assist with difficult collection issues. Because PLA is a law firm, our clients are provided with additional security, as we are held to higher ethical standards than non-legal collection companies, and are subject to professional rules of ethical conduct.

What time commitment is required on the part of the township?

Portnoff Law Associates requires a point person at the township to answer factual questions and provide instructions to PLA when needed. It is estimated that the time commitment is less than 5 hours per month.

How does the township ensure that those people who cannot pay are treated fairly?

PLA administers a hardship program at no cost to the township or the property owner. The hardship program is designed to help low-income property owners pay the delinquency owed on their homes. Once a property owner is deemed a hardship, it is their ability to pay that drives the payment arrangement. There is no minimum payment that we will accept (though the township has the right to establish one), and there is no surcharge for a long-term payment plan.

Will the township own real estate?

In 2015, PLA listed 512 properties for sheriff sale (of approximately 40,000 delinquent accounts). Of the 512 properties listed for sale, 73 properties actually sold, all of which were bought by third-party bidders. The township must be prepared to own real estate, but the frequency of ownership is statistically insignificant. PLA will seek the township's approval prior to listing a property for sale.

How will the township's future collection efforts be affected by the services of PLA?

Under our program, the delinquent property owner is provided with an incentive for prompt payment due to the addition of legal fees if PLA's collection efforts are ignored. By providing a strong incentive to make payment, our clients typically report a decrease in the overall delinquency rate during the second year of our representation, and each successive year thereafter. By hiring our firm, the township sends a strong message to its property owners that the township is serious about collecting its delinquent accounts, and most property owners subsequently meet the expectation of a timely payment.

What steps does the township need to take to hire Portnoff Law Associates?

The township needs to sign a contract and enact an ordinance imposing our fee schedule as the fair and reasonable costs of collection, which will be passed through to the delinquent property owner. We will meet with a township representative to review payment and collection parameters. Once we receive the data, we will commence collection proceedings.

Whom can I contact for additional information?

Please contact Susan Anderson at sanderson@portnoffonline.com or (866) 776-1308 with any questions or for additional information.



PORTNOFF LAW ASSOCIATES, LTD.
CLIENT LIST

Allegheny County

Borough of Braddock
Braddock Water Authority
Leet Township
Borough of McKees Rock
Borough of North Braddock
Municipality of Penn Hills
Borough of Rankin

Beaver County

Aliquippa School District
Big Beaver Falls Area School District
Big Beaver Municipal Authority
Borough of Midland
Rochester Area School District

Berks County

Upper Perkiomen School District (split)

Bucks County

Bristol Township
Morrisville School District*
Palisades School District
Souderton Area School District (split)

Carbon County

Lehigh Area School District
Panther Valley School District (split)

Chester County

Township of Caln
Caln Township Municipal Authority
City of Coatesville*
East Bradford Township
East Fallowfield Township
Municipal Authority of Borough of Elverson
Easttown Township*
Modena Borough
Northwestern Chester County Municipal Authority
Penn Township
Phoenixville Borough
Tredyffrin/Easttown School District
Valley Township
West Bradford Township
West Brandywine Township Municipal Authority
West Chester Borough*

Chester County (cont'd)

Westtown Township
West Whiteland Township

Clarion County

Farmington Township
Sligo Borough Authority*

Delaware County

City of Chester
Borough of Colwyn
Borough of East Lansdowne
Haverford Township*
Borough of Lansdowne
Marple Township
Media Borough
Millbourne Borough
Morton Borough
Township of Nether Providence
Ridley Park Borough
Swarthmore Borough
Borough of Yeadon

Franklin County

Antrim Township

Fulton County

Hustontown Joint Sewage Authority

Lackawanna County

Abington Heights School District
Jefferson Township Sewer Authority
North Pocono School District (split)
Scott Township Sewer and Water Authority
South Abington Township*
Spring Brook Township Sewer Authority

Lancaster County

Penn Township*
Sadsbury Township Municipal Authority*
Solanco School District*

Lawrence County

City of New Castle*
Wayne Township Municipal Authority



PORTNOFF LAW ASSOCIATES, LTD.
CLIENT LIST

Lehigh County

Allentown School District
City of Bethlehem (split)
Bethlehem Area School District (split)
Catasauqua Area School District (split)
Borough of Coplay*
Northern Lehigh School District (split)
Northwestern Lehigh School District
North Whitehall Township*
Parkland School District
Salisbury Township School District
Southern Lehigh School District*
South Whitehall Township
South Whitehall Township Municipal Authority*
Weisenberg Township
Whitehall-Coplay School District
Whitehall Township

Luzerne County

Nuangola Borough Sewer Authority*

McKean County

City of New Castle*
Township of Otto
Otto Township Sanitary Authority

Montgomery County

Township of Abington
Township of Cheltenham
Township of Cheltenham School District
Township of Lower Merion
Lower Moreland Township School District
Township of Lower Pottsgrove
Lower Pottsgrove Township Authority
Municipality of Norristown
Norristown Municipal Waste Authority
Perkiomen Valley School District
Pottsgrove School District
Borough of Pottstown
Pottstown Borough Municipal Authority
Pottstown Downtown Improvement District Authority
Pottstown School District
Rockledge Borough
Souderton Area School District (split)
Souderton Borough
Upper Dublin School District

Montgomery County (cont'd)

Upper Moreland-Hatboro Joint Sewer Authority
Upper Perkiomen School District (split)
Township of Upper Pottsgrove
West Norriton Township

Northampton County

Bath Borough
City of Bethlehem (split)
Bethlehem Area School District (split)
Bethlehem Township
Catasauqua Area School District (split)
City of Easton
Borough of Freemansburg*
Northampton Area School District
Northampton Borough*
Northern Lehigh School District (split)
Wilson Area School District

Schuylkill County

Girardville Area Municipal Authority*
Gordon Borough*
Panther Valley School District (split)
Rush Township*
Saint Clair Area School District
Schuylkill County Municipal Authority
Borough of Shenandoah Municipal Authority*
Shenandoah Valley School District
Tamaqua Area School District

Susquehanna County

Thompson Borough*

Washington County

East Washington Borough
Ringgold School District
City of Washington
Washington Business District Authority
Washington School District
Washington-East Washington Joint Authority

Wayne County

North Pocono School District (split)

Westmoreland County

City of Monessen

**AGENDA
WORCESTER TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE - WORCESTER, PA
JANUARY 18, 2017 - 7:30 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

INFORMATIONAL ITEMS

PUBLIC COMMENT

- A five minute per person limit for any items not listed on this agenda for official action.

OFFICIAL ACTION ITEMS

a) consent agenda

- A motion to approve a consent agenda that includes the following items:
 - i. Treasurer's Report and other Monthly Reports for December 2016;
 - ii. bill payment for December 2016;
 - iii. December 21, 2016 Work Session minutes;
 - iv. December 21, 2016 Business Meeting minutes; and,
 - v. January 3, 2017 Reorganization Meeting minutes.

b) bid award

- A motion to approve the sale of a used vehicle, a 1999 GMC 3500, let for public auction.

c) bid award

- A motion to approve the sale of a used vehicle, a 2003 Ford F550, let for public auction.

d) Resolution 2017-04

- A resolution to approve a grant of easement to the Pennsylvania Turnpike Commission.

e) settlement

- A motion to approve a settlement as to Addesso v. Montgomery County Board of Assessment Appeals, et al., Montgomery County Court of Common Pleas Docket #16-25949.

OTHER BUSINESS

ADJOURNMENT

UPCOMING MEETINGS

Planning Commission	Thursday, January 26	7:30 PM
Board of Supervisors and Planning Commission, Joint Meeting	Wednesday, February 15	6:00 PM
Board of Supervisors, Business Meeting	Wednesday, February 15	7:30 PM
Zoning Hearing Board	<i>next hearing date to be confirmed</i>	

All other meetings will be held at the Worcester Township Community Hall, 1031 Valley Forge Road.

**TREASURER'S REPORT
AND OTHER MONTHLY REPORTS**

DECEMBER 2016

1. Treasurer's Report
2. Planning, Zoning, Parks & Grants Report
3. Permit Activity Report
4. Public Works Department Report
5. Fire Marshal Report
6. Township Engineer Report
7. Worcester Volunteer Fire Department Report
8. Pennsylvania State Police Report

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
Revenue Account Range: First to Last Expend Account Range: First to Last Print Zero YTD Activity: No								
Include Non-Anticipated: Yes Include Non-Budget: No								
Year To Date As Of: 12/31/16 Current Period: 12/01/16 to 12/31/16 Prior Year As Of: 12/31/16								
001-301-100-000	Property Taxes- Current	45,499.53	47,337.00	119.30	46,361.79	0.00	975.21-	98
001-301-500-000	Property Taxes- Liened	695.92	600.00	0.00	594.30	0.00	5.70-	99
001-301-600-000	Property Taxes- Interim	308.09	250.00	30.74	255.86	0.00	5.86	102
	Segment 3 Total	46,503.54	48,187.00	150.04	47,211.95	0.00	975.05-	98
001-310-010-000	Per Capita Taxes- Current	4,697.23	5,000.00	51.58	4,628.78	0.00	371.22-	93
001-310-030-000	Per Capita Taxes- Delinquent	978.48	750.00	18.70	904.72	0.00	154.72	121
001-310-100-000	Real Estate Transfer Taxes	347,309.45	250,000.00	38,578.10	327,124.66	0.00	77,124.66	131
001-310-210-000	Earned Income Taxes	2,142,026.48	2,400,000.00	107,347.56	2,625,725.54	0.00	225,725.54	109
001-310-220-000	Earned Income Taxes- Prior Year	0.00	100.00	0.00	0.00	0.00	100.00-	0
001-310-900-000	Impact Fees	50,078.00	56,776.00	0.00	32,038.40	0.00	24,737.60-	56
	Segment 3 Total	2,545,089.64	2,712,626.00	145,995.94	2,990,422.10	0.00	277,796.10	110
001-321-340-000	Trash Hauler Fees	500.00	0.00	0.00	0.00	0.00	0.00	0
001-321-800-000	Franchise Fees	144,233.05	220,000.00	0.00	229,986.84	0.00	9,986.84	105
	Segment 3 Total	144,733.05	220,000.00	0.00	229,986.84	0.00	9,986.84	105
001-322-820-000	Road Opening Permits	580.00	750.00	0.00	400.00	0.00	350.00-	53
001-322-900-000	Sign Permits	77.65	200.00	0.00	122.15	0.00	77.85-	61
001-322-910-000	Yard Sale Permits	175.00	175.00	0.00	200.00	0.00	25.00	114
001-322-920-000	Solicitation Permits	330.00	100.00	0.00	900.00	0.00	800.00	900
	Segment 3 Total	1,162.65	1,225.00	0.00	1,622.15	0.00	397.15	132
001-331-120-000	Ordinance Violations	3,467.31	2,500.00	362.82	1,713.73	0.00	786.27-	69
	Segment 3 Total	3,467.31	2,500.00	362.82	1,713.73	0.00	786.27-	69
001-341-000-000	Interest Earnings	17,090.34	20,000.00	4,546.60	41,068.43	0.00	21,068.43	205
	Segment 3 Total	17,090.34	20,000.00	4,546.60	41,068.43	0.00	21,068.43	205
001-342-000-000	Rents & Royalties	18,121.54	25,000.00	1,450.00	15,311.00	0.00	9,689.00-	61

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
001-342-120-000	Cell Tower Rental	120,284.48	130,764.00	10,617.22	127,683.05	0.00	3,080.95-	98
	Segment 3 Total	138,406.02	155,764.00	12,067.22	142,994.05	0.00	12,769.95-	92
001-355-010-000	Public Utility Realty Tax	3,032.59	3,050.00	0.00	2,823.49	0.00	226.51-	93
001-355-040-000	Alcohol License Fees	1,000.00	800.00	0.00	800.00	0.00	0.00	100
001-355-050-000	Foreign Casualty- State Aid	54,891.68	52,000.00	0.00	56,870.40	0.00	4,870.40	109
001-355-070-000	Foreign Fire	101,459.67	105,000.00	0.00	101,086.86	0.00	3,913.14-	96
	Segment 3 Total	160,383.94	160,850.00	0.00	161,580.75	0.00	730.75	100
001-357-080-000	Tennis Court Grant	97,003.00	10,000.00	0.00	8,822.00	0.00	1,178.00-	88
001-357-081-000	DCED Zacharias Trail -2014/2015	0.00	10,000.00	0.00	0.00	0.00	10,000.00-	0
	Segment 3 Total	97,003.00	20,000.00	0.00	8,822.00	0.00	11,178.00-	44
001-361-300-000	Land Development Fees	15,150.00	5,000.00	0.00	7,850.00	0.00	2,850.00	157
001-361-330-000	Conditional Use Fees	250.00	1,200.00	0.00	0.00	0.00	1,200.00-	0
001-361-340-000	Zoning Hearing Board Fees	2,900.00	1,000.00	250.00	9,250.00	0.00	8,250.00	925
001-361-500-000	Map And Publication Sales	18.00	15.00	0.00	49.66	0.00	34.66	331
	Segment 3 Total	18,318.00	7,215.00	250.00	17,149.66	0.00	9,934.66	238
001-362-410-000	Building Permit Fees	203,177.64	200,000.00	3,915.50	166,141.61	0.00	33,858.39-	83
001-362-420-000	Zoning Permit Fees	12,423.00	10,000.00	955.00	13,892.50	0.00	3,892.50	139
001-362-450-000	Commercial U&O Fees	275.00	500.00	0.00	775.00	0.00	275.00	155
001-362-460-000	Driveway Permit Fees	880.00	880.00	0.00	490.00	0.00	390.00-	56
	Segment 3 Total	216,755.64	211,380.00	4,870.50	181,299.11	0.00	30,080.89-	86
001-367-342-000	Park Cell Tower Rental	20,818.68	20,820.00	3,514.72	20,863.62	0.00	43.62	100
001-367-400-000	PRPS Ticket Sales	8,328.48	8,000.00	198.00	5,695.95	0.00	2,304.05-	71
001-367-408-000	Sports & Lesson Fees	27,171.00	30,000.00	0.00	20,528.00	0.00	9,472.00-	68
001-367-409-000	Park Trips	7,030.73	7,500.00	1,400.24	9,114.89	0.00	1,614.89	122
001-367-420-000	Park Miscellaneous	3,465.50	1,500.00	0.00	8,289.16	0.00	6,789.16	553
	Segment 3 Total	66,814.39	67,820.00	5,112.96	64,491.62	0.00	3,328.38-	95
001-381-000-000	Miscellaneous Income	8,408.62	1,000.00	22.47	27,824.98	0.00	26,824.98	***

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
	Segment 3 Total	8,408.62	1,000.00	22.47	27,824.98	0.00	26,824.98	***
001-383-200-000	Escrow Administration	2,101.00	800.00	100.00	800.00	0.00	0.00	100
	Segment 3 Total	2,101.00	800.00	100.00	800.00	0.00	0.00	100
001-392-300-000	Transfer From Capital Fund	0.00	383,872.00	0.00	383,872.00	0.00	0.00	100
	Segment 3 Total	0.00	383,872.00	0.00	383,872.00	0.00	0.00	100
001-395-000-000	Refund of Prior Year Expenditures	0.00	0.00	0.00	159.95	0.00	0.00	100
	Segment 3 Total	0.00	0.00	0.00	159.95	0.00	159.95	0
	Fund 001 Revenue Total	<u>3,466,237.14</u>	<u>4,013,239.00</u>	<u>173,478.55</u>	<u>4,301,019.32</u>	<u>0.00</u>	<u>287,780.32</u>	<u>107</u>
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	LEGISLATIVE BODY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-400-000-000	Legislative- Payroll	7,560.00	7,500.00	630.00	7,560.00	0.00	60.00-	101
001-400-100-000	Legislative- Benefits	64,937.90	65,750.00	5,475.73	65,708.76	0.00	41.24	100
001-400-312-000	Legislative- Consultant Services	44,207.32	49,590.00	0.00	37,797.00	0.00	11,793.00	76
001-400-337-000	Legislative- Mileage Reimbursement	220.80	250.00	0.00	311.04	0.00	61.04-	124
001-400-420-000	Legislative- Dues & Subscriptions	4,596.00	2,500.00	2,222.00	3,249.00	0.00	749.00-	130
001-400-460-000	Legislative- Meetings & Seminars	3,457.32	3,500.00	0.00	4,118.67	0.00	618.67-	118
	Segment 3 Total	124,979.34	129,090.00	8,327.73	118,744.47	0.00	10,345.53	92
	MANAGER:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-401-000-000	Management- Payroll	99,066.51	96,250.00	0.00	77,975.74	0.00	18,274.26	81
001-401-120-000	Management- Benefits	32,394.37	46,488.00	519.24	45,609.88	0.00	878.12	98
001-401-150-000	Management- Auto/Travel	0.00	100.00	0.00	0.00	0.00	100.00	0
001-401-231-000	Management- Consultant Services	480.00	10,000.00	0.00	3,164.58	0.00	6,835.42	32
001-401-312-000	Management- Mobile Phone	323.09	600.00	50.00	600.00	0.00	0.00	100
001-401-321-000	Management- Mileage Reimbursement	3,500.00	4,800.00	400.00	4,800.00	0.00	0.00	100
001-401-337-000	Management- Meetings & Seminars	1,148.50	1,800.00	0.00	842.06	0.00	957.94	47
	Segment 3 Total	136,912.47	160,038.00	969.24	132,992.26	0.00	27,045.74	83

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-402-000-000	FINANCIAL ADMINISTRATION:							
001-402-120-000	Finance- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-402-150-000	Finance- Benefits	83,483.65	60,391.00	9,328.97-	53,416.39	0.00	6,974.61	88
001-402-321-000	Finance- Mobile Phone	26,081.70	23,977.00	1,844.36	30,397.29	0.00	6,420.29-	127
001-402-337-000	Finance- Mileage Reimbursement	595.41	384.00	0.00	18.94	0.00	365.06	5
001-402-460-000	Finance- Meeting & Seminars	375.31	300.00	8.96	219.60	0.00	80.40	73
		381.64	500.00	0.00	266.94	0.00	233.06	53
	Segment 3 Total	110,917.71	85,552.00	7,475.65-	84,319.16	0.00	1,232.84	99
001-403-000-000	TAX COLLECTION:							
001-403-110-000	Tax Collection- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-403-150-000	Tax Collection- Benefits	2,548.69	2,367.00	0.00	2,383.42	0.00	16.42-	101
001-403-210-000	Tax Collection- Office Supplies	194.97	181.00	0.00	182.33	0.00	1.33-	101
001-403-310-000	Tax Collection- Professional Services	3,963.95	5,000.00	0.00	3,448.49	0.00	1,551.51	69
		32,189.87	42,000.00	1,329.46	32,483.31	0.00	9,516.69	77
	Segment 3 Total	38,897.48	49,548.00	1,329.46	38,497.55	0.00	11,050.45	78
001-404-000-000	LEGAL SERVICES:							
001-404-310-000	Legal- General Services	0.00	0.00	0.00	0.00	0.00	0.00	0
001-404-320-000	Legal- RTK Services	73,603.88	60,000.00	2,376.00	58,157.78	0.00	1,842.22	97
		66,222.65	50,000.00	5,780.00	49,953.62	0.00	46.38	100
	Segment 3 Total	139,826.53	110,000.00	8,156.00	108,111.40	0.00	1,888.60	98
001-405-000-000	CLERICAL:							
001-405-140-000	Clerical- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-405-150-000	Clerical- Benefits	82,104.57	77,980.00	1,328.69-	68,082.02	0.00	9,897.98	87
001-405-210-000	Clerical- Office Supplies	54,006.69	45,319.00	3,703.29	50,537.59	0.00	5,218.59-	112
001-405-310-000	Payroll Services	5,635.66	8,000.00	762.58	5,236.03	0.00	2,763.97	65
001-405-321-000	Clerical- Telephone	13,167.44	13,520.00	1,061.99	13,664.05	0.00	144.05-	101
001-405-325-000	Postage	5,489.75	6,000.00	239.75	5,616.59	0.00	383.41	94
001-405-337-000	Clerical- Mileage Reimbursement	3,012.06	4,500.00	684.00	4,822.21	0.00	322.21-	107
001-405-340-000	Clerical- Advertisement	164.10	150.00	8.64	132.19	0.00	17.81	88
001-405-460-000	Clerical- Meetings & Seminars	8,928.26	7,000.00	140.26	3,526.26	0.00	3,473.74	50
001-405-465-000	Computer Expense	784.50	1,000.00	53.50	998.31	0.00	1.69	100
001-405-470-000	Clerical- Other Expense	20,937.84	15,000.00	440.00	19,865.51	0.00	4,865.51-	132
		12,229.01	10,000.00	1,623.46	14,358.92	0.00	4,358.92-	144
	Segment 3 Total	206,459.88	188,469.00	7,388.78	186,839.68	0.00	1,629.32	99
001-408-000-000	ENGINEERING SERVICES:							
001-408-310-000	Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00	0
		44,151.64	30,000.00	2,019.56	29,515.44	0.00	484.56	98

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
Segment 3 Total								
001-409-000-000	GOVERNMENT BUILDINGS & PLANT:	44,151.64	30,000.00	2,019.56	29,515.44	0.00	484.56	98
001-409-136-000	Administration- Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0
001-409-137-000	Administration- Maintenance & Repairs	8,769.41	10,000.00	930.45	8,148.10	0.00	1,851.90	81
001-409-142-000	Administration- Alarm Service	14,290.54	12,500.00	1,098.58	18,832.40	0.00	6,332.40-	151
001-409-147-000	Administration- Other Expenses	3,533.96	3,500.00	173.00	2,470.44	0.00	1,029.56	71
001-409-171-000	WIP- Admin Entryway Glass Protection	2,300.63	1,000.00	0.00	1,372.01	0.00	372.01-	137
001-409-236-000	Garage- Utilities	0.00	25,000.00	4,460.00-	0.00	0.00	25,000.00	0
001-409-237-000	Garage- Maintenance & Repairs	9,755.22	15,000.00	2,135.30	9,976.26	0.00	5,023.74	67
001-409-242-000	Garage- Alarm Service	10,872.84	10,000.00	444.90	9,669.72	0.00	330.28	97
001-409-247-000	Garage- Other Expenses	639.80	650.00	45.00	1,002.96	0.00	352.96-	154
001-409-373-000	Preserve Farmhouse	229.97	250.00	0.00	1.70	0.00	248.30	1
001-409-436-000	Community Hall- Utilities	10,568.98	15,000.00	0.00	15,403.09-	0.00	30,403.09	103-
001-409-437-000	Community Hall- Maintenance & Repairs	4,099.19	5,200.00	507.20	3,279.16	0.00	1,920.84	63
001-409-447-000	Community Hall- Other Expenses	3,605.81	3,000.00	256.35	5,376.49	0.00	2,376.49-	179
001-409-536-000	Historical Bldg- Utilities	84.55	500.00	0.00	425.52	0.00	74.48	85
001-409-537-000	Historical Bldg- Maintenance & Repairs	3,992.23	5,000.00	615.65	2,577.19	0.00	2,422.81	52
001-409-636-000	Hollow Rd Rental- Utilities	772.68	2,000.00	90.85	2,664.32	0.00	664.32-	133
001-409-637-000	Hollow Rd Rental- Maintenance & Repairs	2,342.04	0.00	0.00	104.32	0.00	104.32-	0
001-409-702-000	WIP- Public Works - Alarm /Cameras	8,851.81	5,000.00	0.00	2,105.51	0.00	2,894.49	42
001-409-703-000	WIP- Salt Building	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
001-409-737-000	Springhouse- Maintenance & Repairs	0.00	544,573.00	500,275.31-	0.00	0.00	544,573.00	0
		0.00	500.00	0.00	350.00	0.00	150.00	70
Segment 3 Total								
001-411-000-000		84,709.66	663,673.00	498,438.03-	52,953.01	0.00	610,719.99	8
FIRE:								
001-411-380-000	Fire Protection- Hydrant Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0
001-411-540-000	Fire Protection- WFD Contributions	22,933.69	25,000.00	1,595.42	24,720.93	0.00	279.07	99
		301,659.67	305,000.00	0.00	301,286.86	0.00	3,713.14	99
Segment 3 Total								
001-413-000-000	UCC & CODE ENFORCEMENT:	324,593.36	330,000.00	1,595.42	326,007.79	0.00	3,992.21	99
001-413-110-000	Fire Marshal- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-413-110-150	Fire Marshal- Benefits	0.00	8,500.00	328.40	4,632.00	0.00	3,868.00	54
001-413-140-000	Code Enforcement- Payroll	0.00	650.00	78.40	450.69	0.00	199.31	69
001-413-150-000	Code Enforcement- Benefits	104,051.23	105,750.00	13,691.35	103,810.18	0.00	1,939.82	98
001-413-210-000	Code Enforcement- Supplies	75,194.68	61,152.00	5,724.39	45,659.71	0.00	15,492.29	75
001-413-312-000	Code Enforcement- Consultant Services	2,735.62	7,000.00	100.00	2,422.50	0.00	4,577.50	35
		70,470.00	73,000.00	5,940.00	65,456.00	0.00	7,544.00	90

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-413-313-000	Code Enforcement- Engineering	0.00	500.00	0.00	0.00	0.00	500.00	0
001-413-314-000	Code Enforcement- UCC Appeal	0.00	500.00	0.00	0.00	0.00	500.00	0
001-413-321-000	Code Enforcement- Mobile Phone	374.29	300.00	0.00	0.00	0.00	300.00	0
001-413-337-000	Code Enforcement- Mileage Reimbursement	490.78	750.00	233.28	615.60	0.00	134.40	82
001-413-460-000	Code Enforcement- Meetings & Seminars	2,450.61	500.00	58.00	312.50	0.00	187.50	62
	Segment 3 Total	255,767.21	258,602.00	26,153.82	223,359.18	0.00	35,242.82	86
001-414-000-000	PLANNING & ZONING:							
001-414-140-000	Zoning- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-414-150-000	Zoning- Benefits	200.00	2,400.00	150.00	1,200.00	0.00	1,200.00	50
001-414-310-000	Zoning- Professional Services	15.32	184.00	11.49	91.92	0.00	92.08	50
001-414-313-000	Zoning- Engineering	452.00	4,000.00	771.00	2,486.50	0.00	1,513.50	62
001-414-314-000	Zoning- Legal	14,042.35	12,000.00	0.00	3,640.28	0.00	8,359.72	30
001-414-315-000	Zoning- Conditional Use	5,383.89	15,000.00	1,000.00	11,168.00	0.00	3,832.00	74
001-414-341-000	Zoning- Advertisement	112,468.53	15,000.00	29,619.72	84,458.16	0.00	69,458.16	563
001-414-460-000	Zoning- Meetings & Seminars	814.66	1,500.00	349.98	2,277.08	0.00	777.08	152
	Segment 3 Total	71.00	250.00	0.00	62.82	0.00	187.18	25
001-419-000-000	Segment 3 Total	133,447.75	50,334.00	31,902.19	105,384.76	0.00	55,050.76	209
001-419-242-000	OTHER PUBLIC SAFETY:							
	PA One Call	0.00	0.00	0.00	0.00	0.00	0.00	0
		637.82	600.00	43.46	1,986.34	0.00	1,386.34	331
	Segment 3 Total	637.82	600.00	43.46	1,986.34	0.00	1,386.34	331
001-430-000-000	PUBLIC WORKS - ADMIN:							
001-430-140-000	Public Works- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-430-150-000	Public Works- Benefits	340,145.06	370,867.00	28,082.43	356,850.36	0.00	14,016.64	96
001-430-238-000	Public Works- Uniforms	169,574.95	148,252.00	10,508.10	163,730.98	0.00	15,478.98	110
001-430-326-000	Public Works- Mobile phones	5,546.21	6,000.00	415.20	6,545.61	0.00	545.61	109
001-430-460-000	Public Works- Meetings & Seminars	2,749.98	3,000.00	117.02	2,532.44	0.00	467.56	84
001-430-470-000	Public Works- Other Expenses	1,005.52	1,000.00	174.25	1,266.27	0.00	266.27	127
		1,876.84	1,500.00	111.93	3,116.23	0.00	1,616.23	208
	Segment 3 Total	520,898.56	530,619.00	39,408.93	534,041.89	0.00	3,422.89	101
001-433-000-000	TRAFFIC CONTROL DEVICES:							
001-433-313-000	Traffic Signal- Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0
001-433-361-000	Traffic Signal- Electricity	6,749.65	15,000.00	0.00	5,690.41	0.00	9,309.59	38
001-433-374-000	Traffic Signal- Maintenance	3,752.61	4,500.00	262.22	3,569.19	0.00	930.81	79
		25,931.25	20,000.00	3,351.85	18,936.96	0.00	1,063.04	95

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
Segment 3 Total								
001-437-000-000	REPAIRS OF TOOLS AND MACHINERY:	36,433.51	39,500.00	3,614.07	28,196.56	0.00	11,303.44	71
001-437-250-000	Machinery & Tools- Vehicle Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0
001-437-260-000	Machinery & Tools- Small Tools	67,979.60	45,000.00	3,034.06	36,328.08	0.00	8,671.92	81
001-437-370-000	Machinery & Tools- Small Tool Repairs	7,930.69	6,000.00	1,405.07	7,328.02	0.00	1,328.02	122
		0.00	500.00	0.00	300.00	0.00	200.00	60
Segment 3 Total								
001-438-000-000	ROADS & BRIDGES:	75,910.29	51,500.00	4,439.13	43,956.10	0.00	7,543.90	85
001-438-231-000	Gasoline	0.00	0.00	0.00	0.00	0.00	0.00	0
001-438-232-000	Diesel Fuel	4,313.07	6,000.00	570.82	3,989.08	0.00	2,010.92	66
001-438-242-000	Road Signs	19,235.45	25,000.00	1,684.98	12,255.29	0.00	12,744.71	49
001-438-245-000	Road Supplies	2,523.39	3,000.00	94.52	3,378.04	0.00	378.04	113
001-438-300-000	Contractor- Snow	19,821.06	25,000.00	0.00	14,995.64	0.00	10,004.36	60
001-438-313-000	Engineering	5,339.25	15,000.00	0.00	7,062.50	0.00	7,937.50	47
001-438-370-000	Road Program- Contractor	23,932.39	45,000.00	0.00	64,908.50	0.00	19,908.50	144
		461,717.95	500,000.00	0.00	390,160.68	0.00	109,839.32	78
Segment 3 Total								
001-439-701-000	Fixed Assets Purchased	536,882.56	619,000.00	2,350.32	496,749.73	0.00	122,250.27	80
Segment 3 Total								
001-446-000-000	STORM WATER MANAGEMENT:	6,015.66	139,250.00	0.00	0.00	0.00	139,250.00	0
001-446-313-000	Stormwater Management- Engineering	6,015.66	139,250.00	0.00	0.00	0.00	139,250.00	0
		0.00	0.00	0.00	0.00	0.00	0.00	0
		29,591.96	60,000.00	900.00	22,285.82	0.00	37,714.18	37
Segment 3 Total								
001-451-000-000	RECREATION- ADMINISTRATION:	29,591.96	60,000.00	900.00	22,285.82	0.00	37,714.18	37
001-451-140-000	Recreation- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-451-150-000	Recreation- Benefits	43,894.59	32,500.00	0.00	32,750.00	0.00	250.00	101
001-451-326-000	Recreation- Mobile Phone	25,513.89	16,331.00	0.00	26,873.69	0.00	10,542.69	165
		0.00	408.00	0.00	0.00	0.00	408.00	0
Segment 3 Total								
001-452-000-000	PARTICIPANT RECREATION:	69,408.48	49,239.00	0.00	59,623.69	0.00	10,384.69	121
001-452-247-000	Discounted Tickets (PRPS)	0.00	0.00	0.00	0.00	0.00	0.00	0
001-452-248-000	Camps & Sport Leagues	8,013.00	7,750.00	0.00	5,639.00	0.00	2,111.00	73
001-452-249-000	Bus Trips	26,399.25	27,000.00	0.00	18,475.99	0.00	8,524.01	68
		6,685.01	6,500.00	1,462.73	10,944.07	0.00	4,444.07	168

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Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-452-520-000	Library	6,000.00	6,000.00	0.00	6,000.00	0.00	0.00	100
	Segment 3 Total	47,097.26	47,250.00	1,462.73	41,059.06	0.00	6,190.94	87
001-454-000-000	PARKS:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-454-337-000	Park Auto/Mileage	200.78	500.00	0.00	373.10	0.00	126.90	75
001-454-436-000	Heebner Park- Utilities	2,429.31	3,000.00	531.48	3,248.05	0.00	248.05	108
001-454-437-001	Heebner Park- Athletic Fields	15,127.57	15,000.00	5,025.00	13,126.52	0.00	1,873.48	88
001-454-437-002	Heebner Park- Expenses	9,901.69	20,000.00	262.73	9,492.57	0.00	10,507.43	47
001-454-438-001	Mount Kirk Park- Athletic Fields	1,275.17	5,000.00	1,675.00	3,027.89	0.00	1,972.11	61
001-454-438-002	Mount Kirk Park- Expenses	487.61	500.00	217.73	610.54	0.00	110.54	122
001-454-439-001	Sunny Brook Park- Athletic Fields	3,626.41	4,000.00	1,675.00	4,005.22	0.00	5.22	100
001-454-439-002	Sunny Brook Park- Expenses	1,204.57	2,400.00	379.18	1,883.23	0.00	516.77	78
001-454-440-000	Trail Expenses	850.15	5,000.00	262.73	4,509.61	0.00	490.39	90
001-454-446-000	Sunny Brook Park- Utilities	1,310.51	1,200.00	30.81	757.35	0.00	442.65	63
001-454-450-000	Nike Park Expense	0.00	500.00	45.00	93.58	0.00	406.42	19
001-454-460-000	Parks- Seminars & Meetings	836.74	1,000.00	0.00	1,095.04	0.00	95.04	110
001-454-470-000	Heyser Park- Horse Ring	0.00	500.00	0.00	0.00	0.00	500.00	0
001-454-471-000	Heyser Park- Expenses	0.00	2,000.00	45.00	45.00	0.00	1,955.00	2
001-454-480-000	Trail Expenses	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
001-454-701-000	WIP- Resurface Tennis Courts	0.00	20,000.00	18,041.69	0.00	0.00	20,000.00	0
001-454-702-000	WIP- Heebner Park Soccer Field	0.00	120,000.00	153,436.44	0.00	0.00	120,000.00	0
001-454-703-000	WIP- Defford Road Park	0.00	0.00	1,246.50	0.00	0.00	0.00	0
	Segment 3 Total	37,250.51	202,600.00	162,574.97	42,267.70	0.00	160,332.30	21
001-459-000-000	PUBLIC RELATIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-459-340-000	Public Relations- Community Newsletter	11,857.22	20,000.00	3,064.35	12,342.16	0.00	7,657.84	62
001-459-430-000	Public Relations	0.00	250.00	0.00	179.99	0.00	70.01	72
	Segment 3 Total	11,857.22	20,250.00	3,064.35	12,522.15	0.00	7,727.85	62
001-461-000-000	CONSERVATION OF NATURAL RESOURCES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-461-710-000	Nat'L Res/Open Space Land Acquisition	17.00	1,624.00	0.00	0.00	0.00	1,624.00	0
001-461-711-000	North Penn Lra Acquisition	17,419.33	80,500.00	2,385.50	21,088.98	0.00	59,411.02	26
	Segment 3 Total	17,436.33	82,124.00	2,385.50	21,088.98	0.00	61,035.02	26
001-481-000-000	EMPLOYER PAID BENEFITS AND WITHHOLDING I	0.00	0.00	0.00	0.00	0.00	0.00	0
001-481-430-000	Inter Gov- Real Estate Taxes	307.80	6,000.00	0.00	0.00	0.00	6,000.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Segment 3 Total	307.80	6,000.00	0.00	0.00	0.00	6,000.00	0
001-486-000-000	INSURANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-486-350-000	Insurances	112,344.80	110,000.00	4,153.27	108,029.65	0.00	1,970.35	98
	Segment 3 Total	<u>112,344.80</u>	<u>110,000.00</u>	<u>4,153.27</u>	<u>108,029.65</u>	<u>0.00</u>	<u>1,970.35</u>	<u>98</u>
	Fund 001 Expend Total	<u>3,090,704.47</u>	<u>4,013,238.00</u>	<u>518,824.69</u>	<u>2,818,532.37</u>	<u>0.00</u>	<u>1,194,705.63</u>	<u>70</u>

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
008-341-000-000	Interest Earnings	2,459.09	187.00	125.65	742.50	0.00	555.50	397
008-341-100-000	Interest- Special District	0.00	13,763.00	0.00	0.00	0.00	13,763.00-	0
	Segment 3 Total	2,459.09	13,950.00	125.65	742.50	0.00	13,207.50-	5
008-364-110-000	Tapping Fees	0.00	17,500.00	2,759.70	501,551.74	0.00	484,051.74	***
008-364-114-000	Sewer Expansion Hickory Hill	0.00	71,130.00	0.00	0.00	0.00	71,130.00-	0
008-364-120-000	Sewer Fees- Residential	382,338.80	425,592.00	8,573.59	428,757.20	0.00	3,165.20	101
008-364-130-000	Sewer Fees- Commercial	144,877.95	155,536.00	14,267.12	163,453.39	0.00	7,917.39	105
008-364-140-000	Late Fees	4,749.95	5,200.00	549.92	7,152.96	0.00	1,952.96	138
008-364-150-000	Certification Fees	1,025.00	1,200.00	0.00	1,060.00	0.00	140.00-	88
008-364-190-000	Liens	60.00	280.00	0.00	376.00	0.00	96.00	134
	Segment 3 Total	533,051.70	676,438.00	26,150.33	1,102,351.29	0.00	425,913.29	163
008-392-300-000	Transfer from Capital Fund	0.00	142,043.00	0.00	0.00	0.00	142,043.00-	0
	Segment 3 Total	0.00	142,043.00	0.00	0.00	0.00	142,043.00-	0
008-393-130-000	Proceeds-Gen Obligation Note	0.00	140,823.00	0.00	0.00	0.00	140,823.00-	0
	Segment 3 Total	0.00	140,823.00	0.00	0.00	0.00	140,823.00-	0
008-395-000-000	Refund of Prior Year Expenditures	0.00	0.00	0.00	32.55	0.00	32.55	0
	Segment 3 Total	0.00	0.00	0.00	32.55	0.00	32.55	0
	Fund 008 Revenue Total	535,510.79	973,254.00	26,275.98	1,103,126.34	0.00	32.55	0
						0.00	129,872.34	113

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-402-000-000	WASTE WATER FINANCIAL ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-402-470-000	Financial / CD Fees	63.19-	0.00	0.00	10.00	0.00	10.00-	0
	Segment 3 Total	63.19-	0.00	0.00	10.00	0.00	10.00-	0
008-405-000-000	WASEWATER CLERICAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-405-150-000	Administrative Staff Costs	52,836.82	47,154.00	23,576.36	47,152.72	0.00	1.28	100

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
Segment 3 Total								
008-429-000-000	WASTEWATER COLLECTION AND TREATMENT:	52,836.82	47,154.00	23,576.36	47,152.72	0.00	1.28	100
008-429-242-000	Alarm Services	0.00	0.00	0.00	0.00	0.00	0.00	0
008-429-300-000	Other Expenses	862.98	1,200.00	0.00	932.10	0.00	267.90	78
008-429-313-000	Engineering	581.25-	6,000.00	523.61	25,406.38	0.00	19,406.38-	423
008-429-314-000	Legal	9,375.88	12,000.00	0.00	10,630.91	0.00	1,369.09	89
008-429-316-000	Plant Operations	1,333.00	5,000.00	0.00	330.23	0.00	4,669.77	7
008-429-321-000	Telephone	167,428.12	173,196.00	13,916.61	166,274.02	0.00	6,921.98	96
008-429-361-000	Utilities	817.02	850.00	102.68	861.35	0.00	11.35-	101
008-429-366-000	Water	109,844.09	109,940.00	17,102.22	121,063.59	0.00	11,123.59-	110
008-429-374-000	Equipment & Repairs	268.06	400.00	0.00	389.14	0.00	10.86	97
008-429-421-001	Center Point- Operations	20,550.99	16,000.00	11,013.99	24,954.13	0.00	8,954.13-	156
008-429-421-002	Center Point- Utilities & Repairs	10,734.46	11,011.00	978.06	11,374.07	0.00	363.07-	103
008-429-422-001	Meadowood- Operations	3,644.18	4,000.00	2,190.88	8,428.53	0.00	4,428.53-	211
008-429-422-002	Meadowood- Utilities & Repairs	20,420.89	21,907.00	1,562.29	18,580.85	0.00	3,326.15	85
008-429-423-001	Heritage Village- Operations	3,150.74	350.00	38.87	547.45	0.00	197.45-	156
008-429-423-002	Heritage Village- Utilities & Repairs	9,543.59	10,297.00	877.60	10,168.55	0.00	128.45	99
008-429-424-001	Fawn Creek- Operations	3,165.18	2,500.00	482.23	3,604.92	0.00	1,104.92-	144
008-429-424-002	Fawn Creek- Utilities & Repairs	10,038.06	9,790.00	919.31	10,860.54	0.00	1,070.54-	111
008-429-425-001	Chadwick Place- Operations	7,780.98	2,700.00	331.93	2,905.61	0.00	205.61-	108
008-429-425-002	Chadwick Place- Utilities & Repairs	10,191.61	10,460.00	930.98	10,977.50	0.00	517.50-	105
008-429-426-001	Adair Pump- Operations	3,722.57	3,500.00	464.98	3,936.34	0.00	436.34-	112
008-429-426-002	Adair Pump- Utilities & Repairs	7,867.46	8,070.00	736.20	10,295.25	0.00	2,225.25-	128
008-429-670-000	WIP- Valley Green Upgrade	5,438.51	4,000.00	272.49	4,828.84	0.00	828.84-	121
008-429-671-000	WIP- Hickory Hill Expansion	0.00	0.00	845.49-	0.00	0.00	0.00	0
008-429-700-000	Capital Improvements	0.00	200,000.00	204,792.66-	0.00	0.00	200,000.00	0
008-429-800-000	Depreciation	258,200.00	0.00	0.00	0.00	0.00	170,200.00	0
Segment 3 Total								
		663,797.12	783,371.00	153,193.22-	447,350.30	0.00	336,020.70	57
DEBT PRINCIPAL:								
008-471-000-000	General Obligation Bond- Principal	0.00	0.00	0.00	0.00	0.00	0.00	0
008-471-200-000		0.00	90,868.00	0.00	0.00	0.00	90,868.00	0
Segment 3 Total								
		0.00	90,868.00	0.00	0.00	0.00	90,868.00	0
DEBT INTEREST:								
008-472-000-000	General Obligation Bond- Interest	0.00	0.00	0.00	0.00	0.00	0.00	0
008-472-200-000		50,134.08	48,728.00	22,942.79	47,890.17	0.00	837.83	98
Segment 3 Total								
		50,134.08	48,728.00	22,942.79	47,890.17	0.00	837.83	98

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-475-000-000	Fiscal Agent Fees- 2016 Bond	0.00	0.00	0.00	74,471.67	0.00	74,471.67-	0
	Segment 3 Total	0.00	0.00	0.00	74,471.67	0.00	74,471.67-	0
008-486-000-000	INSURANCE:							
008-486-350-000	Insurance Expense	3,243.20	3,134.00	1,567.20	3,134.40	0.00	0.00	0
	Segment 3 Total	3,243.20	3,134.00	1,567.20	3,134.40	0.00	0.40-	100
	Fund 008 Expend Total	<u>769,948.03</u>	<u>973,255.00</u>	<u>105,106.87-</u>	<u>620,009.26</u>	<u>0.00</u>	<u>0.40-</u>	<u>100</u>
							<u>353,245.74</u>	<u>64</u>

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
030-341-000-000	Interest Earnings	9,662.11	6,629.00	3,680.04	14,612.17	0.00	7,983.17	220
	Segment 3 Total	9,662.11	6,629.00	3,680.04	14,612.17	0.00	7,983.17	220
030-392-040-000	Transfer from Revolving Fund	0.00	0.00	0.00	349,823.02	0.00	349,823.02	0
	Segment 3 Total	0.00	0.00	0.00	349,823.02	0.00	349,823.02	0
	Fund 030 Revenue Total	9,662.11	6,629.00	3,680.04	364,435.19	0.00	357,806.19	***

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
030-402-000-000	FINANCE ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-402-470-000	Investing/CD Fees	1,646.14	750.00	0.00	645.68	0.00	104.32	86
	Segment 3 Total	1,646.14	750.00	0.00	645.68	0.00	104.32	86
030-409-000-000	GOVERNMENT BUILDINGS & PLANTS:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-492-010-000	Transfer to General Fund	0.00	383,872.00	0.00	383,872.00	0.00	0.00	100
	Segment 3 Total	0.00	383,872.00	0.00	383,872.00	0.00	0.00	100
	Fund 030 Expend Total	1,646.14	384,622.00	0.00	384,517.68	0.00	104.32	100

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
035-341-000-000	Interest Earnings	251.21	198.00	24.40	862.46	0.00	664.46	436
	Segment 3 Total	251.21	198.00	24.40	862.46	0.00	664.46	436
035-355-020-000	Liquid Fuel Funds	277,220.69	315,332.00	0.00	325,426.98	0.00	10,094.98	103
	Segment 3 Total	277,220.69	315,332.00	0.00	325,426.98	0.00	10,094.98	103
	Fund 035 Revenue Total	277,471.90	315,530.00	24.40	326,289.44	0.00	10,759.44	103

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
035-432-000-000	WINTER MAINTENANCE- SNOW REMOVAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
035-432-250-000	Snow & Ice Removal	48,064.82	40,000.00	2,899.18	44,180.25	0.00	4,180.25-	110
	Segment 3 Total	48,064.82	40,000.00	2,899.18	44,180.25	0.00	4,180.25-	110
035-438-000-000	ROADS & BRIDGES:	0.00	0.00	0.00	0.00	0.00	0.00	0
035-438-370-000	Road Maintenance Contractor	275,000.00	275,530.00	0.00	344,000.00	0.00	68,470.00-	125
	Segment 3 Total	275,000.00	275,530.00	0.00	344,000.00	0.00	68,470.00-	125
	Fund 035 Expend Total	323,064.82	315,530.00	2,899.18	388,180.25	0.00	72,650.25-	123

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

Board of Supervisors:
SUSAN G. CAUGHLAN, CHAIR
STEPHEN C. QUIGLEY, VICE CHAIR
ARTHUR C. BUSTARD, MEMBER

1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

Planning, Zoning, Parks & Grants Report
December 2016

Planning Commission (December 8)

- Sparango Construction Co. (LD 2016-05) – Reviewed a Preliminary Plan for an 8-lot subdivision at Berks Road.
- Coughlin (LD 2016-07) – Reviewed a Preliminary/Final Plan for a 3-lot subdivision at Kriebel Mill Road Skippack Pike.
- Meadowood – Reviewed a proposed update to the Meadowood Master Plan

Zoning Hearing Board (December 27)

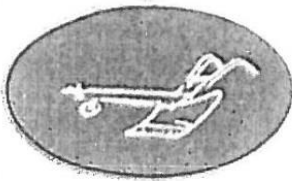
- Horgan (ZHB 16-10) – Continued and completed hearing to create a lot with less than minimum lot width; approved.
- Cicippio (ZHB 16-11) – Conducted and completed hearing to construct an addition to a single-family dwelling unit in a rear yard setback at Mill Road; approved.

Park Updates

- Heebner Park will be the event site of Worcester Township's First Annual Community Day on Saturday, May 13, 2017 (Rain Date: May 14).
 - Sponsorships received to date total \$8,250.

Grant Updates

- PECO Green Region Grant: Submitted on 12/30/16 - improvements to Heyser Field/Community Hall area (e.g. small playground, set of bleachers, swing set).
- Received notification that Township was not awarded DCNR Defford Road Park Grant project and Project Learning Tree Grant for beautification of park gazebo.



WORCESTER TOWNSHIP
Building and Codes Department
December 2016

Report Dates: 12/1/2016 - 12/31/2016

Item	Count / Fee
Total Issued Permits	19 / \$3,432.75

Issued Permits			
Fee Item	No. Permits	Construction Value	Permit Fee
Building			
1 Accessory Structure	1	\$20,000.00	\$189.00
2 CELL TOWER	1	\$10,500.00	\$279.00
3 Generator	1	\$815,068.00	\$64.00
4 Residential Addition	1	\$75,000.00	\$434.00
5 Residential Alterations	3	\$91,268.00	\$536.75
6 Wooden Deck	3	\$69,200.00	\$592.00
Electrical			
7 New Electrical Work	3	\$4,183.00	\$162.00
Mechanical			
8 New Mechanical	4	\$39,210.00	\$626.00
Zoning			
9 Grading	2	\$95,000.00	\$550.00
TOTALS:	19	\$1,219,429.00	\$3,432.75

Other Fees Collected	
State Fee	\$68.00

December 2016 Fire Marshal Report to Board of Supervisors

- 1/ Fire Marshal investigations on 15 dispatches.
- 2/ One open burning discussion with farmer regarding what can be burned
- 3/ No Fire damage for the month
- 4/ One self inflicted burn victim. (minor burns to wrist)
- 5/ Started occupancy proximity report for Texas Eastern Pipeline
- 6/ Met with NPWA on Jan 4th fire pump shutdown
- 7/ Updated fire department key access at MHS
- 8/ Met with building inspector and building comm. of Fairview church regarding new addition
- 9/ Worcester Volunteer Fire Department elected Greg Schimpf Fire Chief for 2017.

Respectfully Submitted,

David Cornish
Fire Marshal

Public Works Department Report

December 2016

- 1) Road Maintenance
 - A. Cleared inlets and drains throughout the Township
 - B. Filled potholes throughout the Township
 - C. Straightened and pruned around roadway signage throughout the Township
 - D. Cleaned edge of roadway swales throughout the Township
 - E. Repaired failing inlet on Stuart Way

- 2) Storm Maintenance
 - A. 12.16.16 Applied brine to all Township roadways
 - B. 12.17.16 Crew was in outside of regular working hours to deal with snow event

- 3) Parks
 - A. Twice weekly cleaning of public restrooms, emptying trash receptacles, and filling dog bag stations
 - B. Repairing washouts and general trail maintenance
 - C. Core aerated all soccer fields
 - D. Fall cleanup and leaf removal
 - E. Top-dressed all Soccer fields
 - F. Repaired playground equipment at Sunnybrook Park

- 4) Vehicle Maintenance
 - A. Performed weekly maintenance of all Township vehicles
 - B. Detailed all vehicle exteriors after storm events
 - C. Inspection performed on 64-39 (new front tires installed)
 - D. Took delivery of new F550 Dump Truck
 - E. Prepped 64-24 and 64-27 for sale
 - F. Fabricated framed for brine trailer signage

- 5) Miscellaneous
 - A. Set and cleaned the Community Hall for all Township events and rentals
 - B. Painted Administrative office rest rooms
 - C. Installed all Township Holiday decorations
 - D. Assisted with filing and organizing Administrative Office's basement

MEMORANDUM

TO: Worcester Township Board of Supervisors
FROM: Joseph J. Nolan, P.E., Township Engineer
DATE: January 1, 2017
SUBJECT: Engineering Report - Project Status

This memorandum will provide an update and status report on the various projects that are ongoing within the Township as of January 1, 2017.

1. Heebner Road Soccer Field

The project is complete. Final payment was made at the December Board of Supervisors Meeting. The one-year Maintenance Bond period has started.

2. Meadowood Pumping Station Generator Replacement.

The project is now complete. Final payment for the generator and associated installation was made in December 2016.

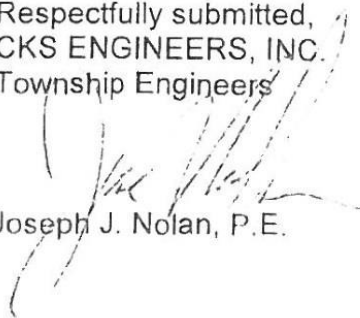
3. Miscellaneous Items

- a. CKS Engineers assisted the Township on numerous zoning and land development related issues as requested during the month.
- b. CKS Engineers performed various site inspections in conjunction with finalizing Use & Occupancy Permits during the month.
- c. CKS reviewed numerous grading permit applications for the Township during the month.
- d. CKS Engineers, Inc. continued to provide inspection services in conjunction with all ongoing land development and subdivision projects throughout the Township. This also included verifying completion of items and preparation of escrow releases for these projects.

- e. CKS is reviewing numerous subdivisions submitted to the Township. These include Whitehall Estates, 2044 Berks Road and the Coughlin Tract.
- f. CKS has started the initial field work for the 2017 Road Improvements Program, once we quantify the work, we will present an initial cost estimate to the Township for consideration. We anticipate being able to bid this project in early 2017.

The above represents a status report on the projects and services currently being performed by CKS Engineers, Inc. Please contact me if you have any questions on any of these items.

Respectfully submitted,
CKS ENGINEERS, INC.
Township Engineers


Joseph J. Nolan, P.E.

JJN/mdm

cc: Tommy Ryan, Township Manager
File

2016 WORCESTER VOLUNTEER FIRE DEPARTMENT REPORT - Yearly Summary

	Number of Calls	Mutual Aid - Location	Number of Calls
Worcester Township			
Automatic Fire Alarm	66	Skippack	13
Accident With Injuries	35	Lansdale	12
Building	12	West Norriton	7
Vehicle Rescue	5	Towamencin	5
Helo Standby	1	Upper Gwynedd	4
CO Alarm	6	Norristown	4
Woods	6	East Norriton	3
Gas leak	6	Lower Gwynedd	1
Electrical	15	Perkiomen	1
Smoke Investigation	4	Upper Frederick	1
Assist EMS	3	Montgomery	1
Frozen Pipes	1	Lower Providence	1
vehicle fire	5	Total	53
Appliance	2		
TOTAL WORCESTER TOWNSHIP	167	FIRE POLICE	
TOTAL CALLS	220	Vehicle Accident	20
AVERAGE MANPOWER PER CALL	15.28	Downed Wires	6
HOURS IN SERVICE	174 hr 42 min	Tree Down	1
DRILLS FOR THE YEAR	47	Traffic light out	1
HOURS IN SERVICE FOR DRILLS	115 hr 45 min	Total Calls	28
AVERAGE MANPOWER PER DRILL	21.25	Average Manpower per Call	4.21
FIRE LOSS		Hours in Service	25 hr 32 min
LOSS AMOUNT	\$15,975.00	Department Totals	
		Man Hours in service on fire calls	2674 hr 43 min
		Man Hours in Service for Fire Police	99 hr 54 min
		Man Hours in Service for Officers only	4 hr 10 min
		Man Hours in Service on Drills	2439 hr 37 min
		Total for Month	5218 hr 24 min
		PROPERTY VALUE	
		\$755,975.00	



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Search Criteria:

which_cad='P' and occ_date between '12/01/2016' and '12/31/2016'
and case_type<>'TS' and municipality='462226' and jurisdiction='PA'

Number of Records Returned: 151

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Dec-01-2016	07:35:41	929001			DOMESTIC - IN /SEE OFFICER	YES	2016-929001	GENERAL OFFENSE
Dec-01-2016	07:51:03	929039			MVC - INJURIES	YES	2016-929039	TRACS CRASH REPORT
Dec-01-2016	07:52:45	929041			MVC - NON-REPORTABLE	YES	2016-929041	TRACS CRASH REPORT
Dec-01-2016	16:01:05	930521			MVC - NON-REPO/SEE OFFICER	YES	2016-930521	GENERAL OFFENSE
Dec-01-2016	16:43:28	930644			SUSPICIOUS VE/SEE OFFICER	YES	2016-930644	GENERAL OFFENSE
Dec-01-2016	17:25:15	930791			MVC - NON-REPORTABLE	YES	2016-930791	OFFENSE
Dec-02-2016	09:17:30	932551			MVC - NON-REPO/REQUEST ASSIST	YES	2016-932551	TRACS CRASH REPORT
Dec-02-2016	10:48:48	932898			DOMESTIC SECURITY CHECK	YES	2016-932898	CLOSED CAD CALL
Dec-02-2016	12:13:58	933201			VEHICLE REPOSSESSION	YES	2016-932898	CLOSED CAD CALL
Dec-02-2016	12:38:21	933290			MVC - INJURIES	YES	2016-933201	CALL
Dec-02-2016	13:03:00	933378			MVC - NON-REPORTABLE	YES	2016-933290	CLOSED CAD CALL
Dec-02-2016	16:23:50	934021			THEFT	YES	2016-933378	TRACS CRASH REPORT
Dec-02-2016	16:50:23	934105			SHOTS FIRED IN/SHOOTING - OTHE	YES	2016-934021	TRACS CRASH REPORT
Dec-02-2016	16:59:14	934128			ALARM - BURGLA/CANCELLED BY CO	YES	2016-934105	PAPER REPORT
Dec-02-2016	17:22:25	934198			MVC - REPORTAB/MVC - NON-REPOR	YES	2016-934128	CLOSED CAD CALL
Dec-02-2016	17:36:21	934247			REQUEST ASSIST/CANCELLED BY CO	YES	2016-934198	TRACS CRASH REPORT
Dec-02-2016	17:34:01	934259			MVC - DELAYED REPORTING	YES	2016-934247	CANCELLED
Dec-02-2016	18:52:44	934442			MVC - REPORTABLE, NO INJURIES	YES	2016-934259	CLOSED CAD CALL
Dec-03-2016	12:24:52	936741			MVC - REPORTAB/MVC - NON-REPOR	YES	2016-934442	CLOSED CAD CALL
Dec-03-2016	12:55:26	936846			SUSPICIOUS VE/SEE OFFICER	YES	2016-936741	TRACS CRASH REPORT
Dec-04-2016	02:39:41	938787			DISTURBANCE/NOISE COMPLAINT	YES	2016-936846	TRACS CRASH REPORT
Dec-05-2016	11:22:33	942320			THEFT - FRAUD/FORGERY	YES	2016-938787	PAPER REPORT
Dec-05-2016	15:35:21	943073			ALARM - BURGLA/ALARM FALSE FAU	YES	2016-942320	GENERAL OFFENSE
Dec-05-2016	17:37:41	943489			ROAD HAZARD - ANIMAL - DEBRIS	YES	2016-943073	PAPER REPORT
						YES	2016-943489	CLOSED CAD CALL

Printed On: Tue Jan 03 2017
For User: 535276



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Dec-06-2016	04:51:58	944574	MVC - UNKNOWN /MVC - DUI - ALC			YES	2016-944574	PAPER REPORT
Dec-06-2016	10:05:39	945382	ALARM - BURGLA/CANCELLED BY CO			YES	2016-945382	CANCELLED
Dec-06-2016	11:19:32	945684	THEFT - FRAUD//THEFT			YES	2016-945684	PAPER REPORT
Dec-06-2016	15:19:50	946419	SEE OFFICER GO			YES	2016-946419	GENERAL OFFENSE
Dec-07-2016	05:08:03	947758	VEHICLE REPOSSESSION			YES	2016-947758	CLOSED CAD
Dec-07-2016	06:45:38	947828	MVC - INJURIES			YES	2016-947828	CALL
Dec-07-2016	07:05:44	947862	MVC - INJURIES			YES	2016-947862	TRACS CRASH
Dec-07-2016	08:00:41	948015	MVC - NON-REPO/MVC - INJURIES			YES	2016-948015	REPORT
Dec-07-2016	11:00:32	948765	POLICE INFORMATION			YES	2016-948765	CLOSED CAD
Dec-07-2016	13:16:38	949291	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-949291	CALL
Dec-07-2016	15:49:09	949775	SHOOTING - OTH/CRIMINAL MISCH			YES	2016-949775	CALL
Dec-07-2016	17:33:36	950154	WELFARE CHECK /CANCELLED BY CO			YES	2016-950154	PAPER REPORT
Dec-07-2016	17:40:41	950179	SEE OFFICER			YES	2016-950179	CLOSED CAD
Dec-07-2016	18:36:18	950356	/DISTURBANCE/NOI			YES	2016-950356	CALL
Dec-07-2016	20:40:32	950704	MVC - NON-REPO/MVC - REPORTABL			YES	2016-950704	TRACS CRASH
Dec-08-2016	10:24:55	952059	MVC - NON-REPORTABLE			YES	2016-952059	REPORT
Dec-08-2016	13:08:40	952673	DISABLED MOTORIST			YES	2016-952673	CLOSED CAD
Dec-08-2016	16:21:04	953249	ANIMAL CRUELTY			YES	2016-953249	CALL
Dec-09-2016	06:03:49	954726	THREATS - ACTO/HARASSMENT - CO			YES	2016-954726	PAPER REPORT
Dec-09-2016	16:49:01	956697	TRAFFIC CONTROL			YES	2016-956697	PAPER REPORT
Dec-10-2016	11:00:52	958874	MVC - NON-REPORTABLE			YES	2016-958874	CLOSED CAD
Dec-10-2016	16:35:33	959666	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-959666	TRACS CRASH
Dec-10-2016	19:49:58	960130	SHOTS FIRED			YES	2016-960130	REPORT
Dec-10-2016	23:39:16	960614	/DISTURBANCE/NOI			YES	2016-960614	CLOSED CAD
Dec-10-2016	23:59:13	960657	MVC - INJURIES			YES	2016-960657	CALL
			DISTURBANCE/NO/CANCELLED BY CO					TRACS CRASH
			DISTURBANCE/NOISE COMPLAINT					REPORT
								CLOSED CAD
								CALL
								GENERAL OFFENSE



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Dec-11-2016	08:49:19	961313	TRESPASSING	/SEE OFFICER		YES	2016-961313	GENERAL OFFENSE
Dec-11-2016	09:49:30	961429	SUSPICIOUS			YES	2016-961429	GENERAL OFFENSE
Dec-12-2016	13:01:38	965126	PER/DISTURBANCE/NOI			YES	2016-965126	GENERAL OFFENSE
Dec-12-2016	18:26:46	966499	DOMESTIC - IN /DOMESTIC - OTHE			YES	2016-966499	GENERAL OFFENSE
Dec-13-2016	08:12:24	967949	MVC - NON-REPO/CANCELLED BY CO			YES	2016-967949	CLOSED CAD CALL
Dec-13-2016	08:40:31	968083	MVC - HIT AND /MVC - NON-REPOR			YES	2016-968083	TRACS CRASH REPORT
Dec-13-2016	11:28:51	968872	ALARM - BURGLA/CANCELLED BY CO			YES	2016-968872	CANCELLED
Dec-13-2016	19:44:26	970545	SEE OFFICER GO			YES	2016-970545	GENERAL OFFENSE
Dec-13-2016	20:22:36	970728	POLICE INFORMATION			YES	2016-970728	CLOSED CAD CALL
Dec-13-2016	20:24:39	970741	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-970741	CLOSED CAD CALL
Dec-13-2016	23:56:35	971064	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-971064	CLOSED CAD CALL
Dec-14-2016	02:30:11	971243	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-971243	CLOSED CAD CALL
Dec-14-2016	05:04:47	971338	MVC - PRIVATE /TRAF VIOL-DUI A			YES	2016-971338	PAPER REPORT
Dec-14-2016	15:41:53	973364	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-973364	CLOSED CAD CALL
Dec-14-2016	16:02:42	973428	VEHICLE FRAUD			YES	2016-973428	PAPER REPORT
Dec-14-2016	16:08:10	973452	INSPECTION/INVES			YES	2016-973452	TRACS CRASH REPORT
Dec-14-2016	19:44:36	974148	MVC - REPORTABLE, NO INJURIES			YES	2016-974148	GENERAL OFFENSE
Dec-15-2016	08:55:13	975454	ABANDONED VEHICLE			YES	2016-975454	PAPER REPORT
Dec-15-2016	09:05:34	975496	THEFT			YES	2016-975496	ADVISE
Dec-15-2016	11:29:23	976036	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-976036	CLOSED CAD CALL
Dec-15-2016	13:37:45	975421	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-976036	CLOSED CAD CALL
Dec-15-2016	16:24:09	975868	ALARM - BURGLA/CANCELLED BY CO			YES	2016-976421	CLOSED CAD CALL
Dec-15-2016	17:17:04	977042	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-976868	GENERAL OFFENSE
Dec-16-2016	09:02:33	978652	AT/DISTURBANCE/NOI			YES	2016-977042	CLOSED CAD CALL
Dec-16-2016	14:04:48	979754	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-978652	CLOSED CAD CALL
Dec-16-2016			DISABLED MOTORIST			YES	2016-979754	CLOSED CAD CALL
Dec-16-2016			ALARM - PANIC /ALARM FALSE FAU			YES		CLOSED CAD CALL



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Dec-16-2016	23:08:21	981325	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-981325	CLOSED CAD
Dec-17-2016	07:03:15	982069	MVC - REPORTAB/MVC - INJURIES			YES	2016-982069	TRACS CRASH REPORT
Dec-17-2016	10:01:21	982554	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-982554	PAPER REPORT
Dec-17-2016	12:30:20	982981	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-982981	CLOSED CAD
Dec-17-2016	23:36:25	984323	ALARM - BURGLA/CANCELLED BY CO			YES	2016-984323	CLOSED CAD
Dec-18-2016	05:14:03	984873	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-984873	CLOSED CAD
Dec-18-2016	11:48:08	985429	DOMESTIC - IN /DOMESTIC - OTHE			YES	2016-985429	GENERAL OFFENSE
Dec-18-2016	17:23:34	986047	FOUND ITEM			YES	2016-986047	GENERAL OFFENSE
Dec-18-2016	21:52:14	986538	MVC - NON-REPORTABLE			YES	2016-986538	TRACS CRASH REPORT
Dec-19-2016	01:17:11	986782	REQUEST ASSIST/DEATH - NATURAL			YES	2016-986782	PAPER REPORT
Dec-19-2016	11:32:28	988068	ABANDONED VEHICLE			YES	2016-988068	GENERAL OFFENSE
Dec-19-2016	12:34:52	988304	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-988304	CLOSED CAD
Dec-19-2016	12:47:13	988346	MVC - REPORTABLE, NO INJURIES			YES	2016-988346	CALL TRACS CRASH REPORT
Dec-19-2016	17:14:12	989186	SEE OFFICER /CANCELLED BY CO			YES	2016-989186	CLOSED CAD
Dec-19-2016	19:28:38	989553	MVC - HIT AND RUN, NO INJURIES			YES	2016-989553	CALL TRACS CRASH REPORT
Dec-19-2016	20:02:00	989627	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-989627	CLOSED CAD
Dec-19-2016	20:09:43	989655	SUSPICIOUS VE/PATROL CHECK			YES	2016-989655	CALL CLOSED CAD
Dec-19-2016	21:54:33	989870	TRAF VIOL ERRATIC DRIVER			YES	2016-989870	CALL CLOSED CAD
Dec-20-2016	09:43:57	991050	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-991050	CLOSED CAD
Dec-20-2016	11:06:24	991398	THEFT			YES	2016-991398	CALL PAPER REPORT
Dec-20-2016	17:45:41	992662	ALARM - BURGLA/ALARM FALSE NO			YES	2016-992662	CLOSED CAD
Dec-20-2016	21:46:08	993223	MVC - UNKNOWN /MVC - DUI - ALC			YES	2016-993223	CALL TRACS CRASH REPORT
Dec-21-2016	00:32:54	993445	WELFARE CHECK			YES	2016-993445	CLOSED CAD
Dec-21-2016	07:32:12	993870	SUICIDE - ATTE/SEE OFFICER			YES	2016-993870	CALL GENERAL OFFENSE
Dec-21-2016	12:58:29	995194	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-995194	CLOSED CAD CALL



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Dec-21-2016	15:58:31	995779	MVC - NON-REPORTABLE			YES	2016-995779	TRACS CRASH REPORT
Dec-21-2016	16:47:22	995956	SUSPICIOUS VE/DISABLED MOTORI			YES	2016-995956	CLOSED CAD CALL
Dec-21-2016	21:16:50	996862	DISABLED MOTORIST			YES	2016-996862	CLOSED CAD CALL
Dec-21-2016	21:20:09	996875	REQUEST ASSIST - LOCAL PD			YES	2016-996875	CLOSED CAD CALL
Dec-21-2016	22:39:46	997020	SEE OFFICER /SUSPICIOUS PERS			YES	2016-997020	GENERAL OFFENSE
Dec-21-2016	22:46:57	997027	ALARM - BURGLA/CANCELLED BY CO			YES	2016-997027	CLOSED CAD CALL
Dec-22-2016	10:00:41	998075	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-998075	CLOSED CAD CALL
Dec-22-2016	11:16:39	998380	POLICE INFORMA/CANCELLED BY CO			YES	2016-998380	ADVISE
Dec-22-2016	16:08:30	999200	BUREAU OF LIQUOR CONTROL ENFOR			YES	2016-999200	CLOSED CAD CALL
Dec-22-2016	20:12:06	999842	ALARM - BURGLA/CANCELLED BY CO			YES	2016-999842	CANCELLED
Dec-22-2016	20:33:19	999881	MVC - NON-REPORTABLE			YES	2016-999881	TRACS CRASH REPORT
Dec-23-2016	23:09:21	1005717	ATTEMPT LOCATE/MISSING PERSON			YES	2016-1005717	PAPER REPORT
Dec-24-2016	08:44:31	1006720	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-1006720	CLOSED CAD CALL
Dec-24-2016	09:40:13	1006873	POLICE INFORMATION			YES	2016-1006873	CLOSED CAD CALL
Dec-24-2016	15:15:04	1007911	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-1007911	CLOSED CAD CALL
Dec-24-2016	15:15:20	1007915	REQUEST ASSIST - SPECIALIZED S			YES	2016-1007915	GENERAL OFFENSE
Dec-24-2016	17:43:51	1008367	PATROL CHECK			YES	2016-1008367	CLOSED CAD CALL
Dec-24-2016	18:17:48	1008448	TRAF VIOL ERRATIC DRIVER			YES	2016-1008448	CLOSED CAD CALL
Dec-25-2016	11:48:26	1009991	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-1009991	CLOSED CAD CALL
Dec-25-2016	15:30:40	1010369	POLICE INFORMATION			YES	2016-1010369	CLOSED CAD CALL
Dec-25-2016	18:34:33	1010676	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-1010676	CLOSED CAD CALL
Dec-25-2016	19:46:51	1010792	MVC - NON-REPO/MVC - DUI - ALC			YES	2016-1010792	PAPER REPORT
Dec-25-2016	20:52:31	1010927	REQUEST ASSIST - OTHER AGENCY			YES	2016-1010927	CLOSED CAD CALL
Dec-26-2016	16:59:18	1013891	MVC - NON-REPORTABLE			YES	2016-1013891	TRACS CRASH REPORT
Dec-26-2016	17:26:33	1014002	MVC - NON-REPORTABLE			YES	2016-1014002	TRACS CRASH REPORT



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Dec-26-2016	18:32:22	1014178	MVC - REPORTAB/MVC - HIT AND R			YES	2016-1014178	TRACS CRASH REPORT
Dec-26-2016	23:24:57	1014851	MVC - UNKNOWN /MVC - REPORTABL			YES	2016-1014851	TRACS CRASH REPORT
Dec-27-2016	07:28:38	1015412	MVC - NON-REPORTABLE			YES	2016-1015412	ADVISE
Dec-27-2016	09:52:13	1015777	ALARM - BURGLA/CANCELLED BY CO			YES	2016-1015777	CANCELLED
Dec-27-2016	13:21:28	1016584	LOCK OUT - CHILD INSIDE			YES	2016-1016584	CLOSED CAD CALL
Dec-27-2016	14:40:02	1016812	MVC - INJURIES/MVC - NON-REPOR			YES	2016-1016812	TRACS CRASH REPORT
Dec-27-2016	14:49:20	1016839	TRAFFIC CONTROL			YES	2016-1016839	CLOSED CAD CALL
Dec-28-2016	09:08:50	1018808	DISABLED MOTOR/REQUEST ASSIST			YES	2016-1018808	CLOSED CAD CALL
Dec-28-2016	13:47:32	1019772	ALARM - BURGLA/CANCELLED BY CO			YES	2016-1019772	CLOSED CAD CALL
Dec-28-2016	14:05:47	1019800	MVC - REPORTABLE, NO INJURIES			YES	2016-1019800	TRACS CRASH REPORT
Dec-28-2016	17:34:00	1020434	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-1020434	CLOSED CAD CALL
Dec-28-2016	18:34:04	1020608	THEFT - FRAUD/IDENTITY THEFT			YES	2016-1020608	PAPER REPORT
Dec-28-2016	23:50:26	1021263	DISABLED MOTOR/DISABLED MOTOR!			YES	2016-1021263	CLOSED CAD CALL
Dec-29-2016	12:13:05	1022674	THEFT			YES	2016-1022674	PAPER REPORT
Dec-29-2016	15:16:24	1023089	911 HANG UP CALL			YES	2016-1023089	CLOSED CAD CALL
Dec-29-2016	16:02:27	1023210	DEATH - NATURAL			YES	2016-1023210	CLOSED CAD CALL
Dec-29-2016	16:00:46	1023215	POLICE INFORMATION			YES	2016-1023215	PAPER REPORT
Dec-29-2016	20:16:52	1023872	911 HANG UP CALL			YES	2016-1023872	CLOSED CAD CALL
Dec-30-2016	13:07:40	1026700	ROAD HAZARD - ANIMAL - DEBRIS			YES	2016-1026700	CLOSED CAD CALL
Dec-30-2016	14:33:32	1027198	THEFT - FRAUD/FORGERY			YES	2016-1027198	CLOSED CAD CALL
Dec-30-2016	18:39:38	1028480	MVC - NON-REPO/REFER TO OTHER			YES	2016-1028480	PAPER REPORT
Dec-30-2016	21:59:40	1029314	ALARM - BURGLA/CANCELLED BY CO			YES	2016-1029314	CLOSED CAD CALL
Dec-31-2016	04:43:18	1030334	DISABLED MOTORIST			YES	2016-1030334	CLOSED CAD CALL
Dec-31-2016	09:59:47	1031019	DISABLED MOTOR/CANCELLED BY CO			YES	2016-1031019	CANCELLED
Dec-31-2016	13:09:57	1031929	ALARM - BURGLA/ALARM FALSE FAU			YES	2016-1031929	CLOSED CAD CALL



PENNSYLVANIA STATE POLICE

CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Dec-31-2016	14:16:51	1032228	DOMESTIC - IN /DOMESTIC - OTH			YES	2016-1032228	GENERAL OFFENSE
Dec-31-2016	19:24:28	1033525	REQUEST ASSIST - OTHER AGENCY			YES	2016-1033525	CLOSED CAD CALL

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS WORK SESSION
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, DECEMBER 21, 2016 – 6:00 PM**

CALL TO ORDER by Chair Caughlan at 6:03 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]

INFORMATIONAL ITEMS

- Tommy Ryan, Township Manager, announced that the Board of Supervisors had met in Executive Session following the November 16 Business Meeting to discuss a matter of real estate, in specific the consideration of a potential property purchase. No decision on this matter will be made at this evening's Business Meeting.

PUBLIC COMMENT

- Jim Mollick, Worcester, commented on deposits made to the Township's capital reserve fund for the possible acquisition of the North Penn Army Reserve Base, and environmental study costs for this property.

PRESENTATIONS

- a) Meadowood Master Plan Update – Paul Nordeman, Meadowood Senior Living Executive Director, provided an overview of efforts underway to update the retirement community's Master Plan. Mr. Nordeman commented on the membership of the committee established to update the Master Plan.

Tim Woodrow, Engineer for Meadowood Senior Living, provided an overview of Master Plan components. Mr. Woodrow noted improvements currently under construction, including the development of an aquatic therapy center and the expansion of a dining area.

Mr. Woodrow commented on several potential improvements at the property, including the upgrade of courtyards and the development of independent-living hybrid units at the northeast portion of the property. Mr. Woodrow also noted the potential development of a marketing suite, parking area additions and expanded administrative offices.

Mr. Woodrow commented on the possible realignment of the main entrance at Skippack Pike, so that this is opposite of Hollow Road, and he noted the potential to install traffic signal at this location. Mr. Woodrow commented on the development of the Valley Forge emergency access to allow right-in and right-out movements at this location.

Mr. Woodrow provided an overview of a proposed off-road trail to parallel the community's loop road, and potential trail connections to neighboring properties and developments.

Mr. Woodrow commented on the possible construction of an event auditorium and a theatre at the Schultz Center.

Mr. Woodrow commented on the installation of an additional emergency generator.

Mr. Woodrow commented on the possible construction of a memory care unit at a portion of the property to be determined.

Chair Caughlan commented on the possible construction of a memory care unit, building and impervious coverage limits, and stormwater management facilities.

Chair Caughlan commented on development restrictions in effect at the rear of the property. Mr. Woodrow noted discussions had between Meadowood and the Smith Family, and the status of this restriction.

Chair Caughlan commented on the use of the property by neighbors. Mr. Nordeman noted community groups presently use the facilities, and he stated the Meadowood community welcomes this partnership. Chair Caughlan commented on therapy center use. Mr. Nordeman provided an overview of the clients who currently use the therapy center. Chair Caughlan commented on community garden usage. Mr. Nordeman noted the proposed improvements would provide greater community access to these gardens.

Supervisor Bustard commented on expanded parking areas in the front yard to Skippack Pike, and noted he does not favor expanded parking at this location. Supervisor Bustard commented on the potential realignment of the Skippack Pike main entrance, so that this is opposite of Hollow Road.

Supervisor Quigley commented on the development of the Valley Forge emergency access, and the impact to neighboring properties. Supervisor Quigley commented on the potential to connect the property's trails network to neighboring communities.

b) MS4 annual review

Joe Nolan, Township Engineer, provided an overview of new stormwater regulations governing discharges from the Township's storm sewer system.

Mr. Nolan commented on six required minimum control measures to be implemented by the Township. Mr. Nolan noted new requirements to address impairments to waterways that are situated within five miles of the Township.

Mr. Nolan commented on the required reductions to nitrogen and phosphorous levels during the five-year permit, and the required investigation of certain pathogens during this period.

Mr. Nolan noted the Pennsylvania Department of Environmental Protection would not require the Township to implement stormwater improvements in that portion of the Wissahickon Creek watershed situated in the Township, given this small area.

Supervisor Quigley commented on the impacts of Federal and State mandates on local government and residents.

OTHER BUSINESS

- There was no other business discussed at this evening's Work Session.

ADJOURNMENT

There being no further business brought before the Board, Chair Caughlan adjourned the Work Session at 7:16 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, DECEMBER 21, 2016 – 7:30 PM**

CALL TO ORDER by Chair Caughlan at 7:35 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]

INFORMATIONAL ITEMS

- Bob Brant, Township Solicitor, announced that the Board of Supervisors had met in Executive Session prior to this evening's meeting to discuss the following issues: a personnel matter, in specific compensation paid to certain Township employees; a matter of potential litigation, in specific the payment of fees to the Township; and, a matter of potential litigation, in specific the payment of a fine to the Township. Decisions on the matters of potential litigation regarding the payment of fees to the Township and the payment of a fine to the Township will be considered at this evening's Business Meeting.

PUBLIC COMMENT

- Wini Hayes, Worcester, commented on new stormwater regulations, and Zoning Hearing Board procedures. Mr. Brant commented on Zoning Hearing Board procedures, and the relationship between the Township's Board of Supervisors and Zoning Hearing Board.
- Cheryl Brumbaugh, Worcester, wished Happy Holidays to all. Ms. Brumbaugh commented on the ownership of the pump station at the Stony Creek Farms community. Mr. Brant noted Counsel for the developer of Whitehall Estates and Counsel for the Stony Creek Farms HOA were in discussions on this matter.
- Bill Goulding, Worcester, wished Happy Holidays to all. Mr. Goulding commented on the efforts of the developer of Whitehall Estates to address outstanding issues relative to this land development.
- Tim Creelman, Worcester, commented on municipal obligations relative to sanitary sewer systems, and the status of the Whitehall Estates Planning Module. Joe Nolan, Township Engineer, provided an update as to the Whitehall Estates Planning Module status. Mr. Ryan will notify the Stony Creek Farms HOA as to the start of the thirty-day public comment period for the Whitehall Estates Planning Module.

- Jim Mollick, Worcester, commented on Zoning Hearing Board procedures and the cost to the Township of an appeal to the Office of Open Records.

OFFICIAL ACTION ITEMS

- a) Consent Agenda – Chair Caughlan asked if any Member wished to remove an item from the consent agenda. There were no requests to remove an item from the consent agenda.

Supervisor Bustard made a motion to approve a consent agenda that includes (a) the Treasurer's Report and other Monthly Reports for November 2016, (b) bill payment for November in the amount of \$313,463.30; (c) the November 16, 2016 Work Session minutes; and, (d) the November 16, 2016 Business Meeting minutes. The motion was seconded by Supervisor Quigley.

Dr. Mollick commented on the cost to the Township for legal services pertaining to open record matters, and the recovery of legal fees billed by the former Township Solicitor.

By unanimous vote the Board adopted the motion to approve.

- b) Public Hearing – At 8:10 PM Chair Caughlan opened a Public Hearing as to the 2017 Budget.

Dr. Mollick commented on proposed funds budgeted to the Township's capital reserve fund for the possible acquisition of the North Penn Army Reserve Base. Dr. Mollick commented on the proposed inter-fund transfers. Dr. Mollick commented on proposed salary adjustments for Township employees. Dr. Mollick commented on the budget categories utilized for conditional use legal fees and other legal fees.

Chair Caughlan requested additional public comment, and there was none.

Chair Caughlan closed the Public Hearing at 8:24 PM.

- c) 2017 Budget – Supervisor Bustard made a motion to approve the 2017 Budget, as presented. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- d) Resolution 2016-38 – Mr. Ryan provided an overview of a resolution to authorize submission of a grant application to the PECO Green Region Open Space Program. Mr. Ryan noted the application seeks a \$10,000 grant to fund a tot-lot and benches at Heyser Field, and a pedestrian trail to connect the Community Hall property to the neighboring shopping center property.

Supervisor Bustard made a motion to approve Resolution 2016-38, to authorize submission of a grant application to the PECO Green Region Open Space Program. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- e) Planning Module – Mr. Nolan provided an overview of a Planning Module application for a proposed on-lot septic system at 3330 Water Street Road.

Supervisor Bustard made a motion to approve submission of a Planning Module application for a proposed on-lot septic system at 3330 Water Street Road. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- f) settlement – Mr. Ryan provided an overview of a proposed agreement to settle outstanding sanitary sewer fees due to the Township from two properties, in lieu of litigation on this issue.

Supervisor Bustard made a motion to approve a proposed agreement to settle the payment of outstanding sanitary sewer fees due to the Township from two properties, in the amount of \$2,020.20, in lieu of litigation on this issue. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- g) settlement – Mr. Ryan provided an overview of a proposed agreement between the Township and the Township's contracted sanitary sewer operator as to the contractor's payment of a portion of a fine issued by the Pennsylvania Department of Environmental Protection, in lieu of litigation on this issue.

Supervisor Bustard made a motion to approve a proposed agreement between the Township and the Township's contracted sanitary sewer operator as to the contractor's payment of a portion of a fine issued by the Pennsylvania Department of Environmental Protection, in the amount of \$2,500.00, in lieu of litigation on this issue. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

OTHER BUSINESS

- Chair Caughlan noted the Planning Commission will revisit the proposed Center Point Village Zoning Ordinance before this is considered by the Board of Supervisors. Chair Caughlan inquired as to the utilization of another planning consultant on this project. It was the consensus of the Board to allow the Planning Commission to revisit the ordinance, and for the Planning Commission and the Board of Supervisors to meet in a joint session to discuss the ordinance, before consideration of the utilization of another planning consultant on this project. The Planning Commission and the Board of Supervisors will meet in a joint session on February 15.

ADJOURNMENT

There being no further business brought before the Board, Chair Caughlan adjourned the Business Meeting at 8:38 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS REORGANIZATION MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
TUESDAY, JANUARY 3, 2017 – 11:30 AM**

CALL TO ORDER by Chair Caughlan at 11:01 AM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]

INFORMATIONAL ITEMS

- There were no informational items announced at this morning's meeting.

PUBLIC COMMENT

- There was no public comment received at this morning's meeting.

OFFICIAL ACTION ITEMS

- a) Temporary Chair – Supervisor Quigley made a motion to appoint Susan Caughlan to serve as Temporary Chair. The motion was seconded by Supervisor Bustard.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- b) Temporary Secretary – Supervisor Quigley made a motion to appoint Tommy Ryan to serve as Temporary Secretary. The motion was seconded by Supervisor Bustard.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- c) Chair of the Board of Supervisors – Supervisor Quigley made a motion to appoint Susan Caughlan to serve as Chair of the Board of Supervisors. The motion was seconded by Supervisor Bustard.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- d) Vice Chair of the Board of Supervisors – Supervisor Bustard made a motion to appoint Stephen Quigley to serve as Vice Chair of the Board of Supervisors. The motion was seconded by Chair Caughlan.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- e) official and volunteer appointments – Supervisor Bustard made a motion to appoint various Township official and volunteer positions as listed in the December 23, 2016 memo from Tommy Ryan, Township Manager. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- f) holiday and meeting schedules– Supervisor Bustard made a motion to establish the Township holiday and meeting schedules as listed in the December 23, 2016 memo from Mr. Ryan. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- g) other establishments – Supervisor Bustard made a motion to set Township depositories, Treasurer bond amount, vehicle reimbursement rate, and the newspaper of record, as noted in the December 23, 2016 memo from Mr. Ryan. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- h) Resolution 2017-01 – Supervisor Bustard made a motion approve Resolution 2017-01, to authorize certain activities conducted by the Worcester Township Volunteer Fire Department. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- i) Resolution 2017-02 – Mr. Ryan provided an overview of the proposed fee schedule. Mr. Ryan noted the Township is not permitted to set permit fees that generate revenue in excess of the cost to provide services. Mr. Ryan noted the proposed fees recapture approximately 95% of service costs.

Supervisor Bustard made a motion approve Resolution 2017-02, to establish the 2017 Fee Schedule. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- j) Resolution 2017-03 – Mr. Ryan provided an overview of a proposed three-year contract for planning services with Montgomery County.

Supervisor Bustard made a motion approve Resolution 2017-03, to approve a three-year contract for planning services with Montgomery County. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

OTHER BUSINESS

- There was no other business discussed at this morning's meeting.

ADJOURNMENT

There being no further business brought before the Board, Chair Caughlan adjourned this Reorganization Meeting at 11:09 AM.

Respectfully Submitted:

Tommy Ryan
Township Manager

MEMO

to: Board of Supervisors
cc:
from: Tommy Ryan, Township Manager
date: January 10, 2017
re: **Municibid**

The Township is selling the following two vehicles by on-line auction, at Municibid. Bidding ends on January 16. The high bids will be reviewed, and recommendations to award the bids will be made at the January 18 Board Meeting.

- 2003 FORD F550 XL SUPER DUTY DUMP W/PLOW AND SALT BOX
- 1999 GMC 3500 SIERRA DUMP W/PLOW AND SALT BOX

**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 18TH DAY OF JANUARY, 2017.

FOR WORCESTER TOWNSHIP

By: _____

Susan G. Caughlan, Chair
Board of Supervisors

Attest: _____

Tommy Ryan, Secretary

Exhibit A



PENNSYLVANIA TURNPIKE COMMISSION

WBS ELEMENT. NO.	A-042.00M001-4-02
COUNTY	Montgomery County
MUNICIPALITY	Worcester Township
CLAIM NO.	R/W 6451-D
CLAIMANT(S)	Worcester Township

THIS AGREEMENT, made on this _____ day of _____, 2017, by Worcester Township, a Municipal Corporation organized and existing under the Second Class Township Code of the Commonwealth of Pennsylvania, owner(s) of property affected by the construction or improvement of the above mentioned project, its successors, and/or assigns, hereinafter, whether 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 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 to purchase an aerial 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, secondary 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 Bethel Associates, 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 liens, 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 covered 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, 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 at 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.

Worcester Township
Claimant

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 remise, 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 710 (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/or 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 lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMISSION.

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

Corporate Signature:

ATTEST:

Worcester Township

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edmunds
Assistant Secretary-Treasurer

By: _____
Sean Logan
Chairman

Approved as to form and legality: _____

AGENDA
WORCESTER TOWNSHIP BOARD OF SUPERVISORS & PLANNING COMMISSION
JOINT MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE - WORCESTER, PA
WEDNESDAY, FEBRUARY 15, 2017 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

INFORMATIONAL ITEMS

PUBLIC COMMENT

- A five-minute limit per person.

DISCUSSION

- a) Center Point Village Zoning Ordinance
 - The Board of Supervisors and the Planning Commission will discuss the proposed Center Point Village Zoning Ordinance.

OFFICIAL ACTION ITEMS

- a) meeting minutes
 - A motion to approve the June 15, 2016 Joint Meeting minutes.

OTHER BUSINESS

ADJOURNMENT

UPCOMING MEETINGS

Planning Commission	Thursday, February 23	7:30 PM
UCC Regional Board of Appeals	Thursday, March 2	7:00 PM
Board of Supervisors, Work Session	Wednesday, March 15	6:00 PM
Board of Supervisors, Business Meeting	Wednesday, March 15	7:30 PM
Zoning Hearing Board	Tuesday, March 21	6:30 PM

All other meetings will be held at the Worcester Township Community Hall, 1031 Valley Forge Road.

February 2017

CPV-1 District Draft

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722

FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

DATE: February 2017

SUBJECT: Center Point Village Zoning District

TO: Worcester Township

FROM: Brandon Rudd, Senior Planner, Community Planning
John Cover, Section Chief, Community Planning

The following is a list of changes from the discussion at the January 2017 Township Planning Commission meeting:

1. Fixed some typos pointed out by Chris David, including numbering references.
2. Changed maximum impervious in CPV-2 and non-residential uses in CPV-1 from 85% to 60%
3. Took out the provision allowing a drive lane between the buildings and street in CPV-2. Parking lots must be located to the rear or side of the building.
4. Took out all conditional uses. All uses are now strictly by-right.
5. Added a provision to limit the number of pumps that a gas station can have to six.
6. Added a reference to the sign standards for commercial businesses.
7. Added a provision to clarify that a shopping center includes multiple (three or more) retail uses.
8. Added a clarification at the end of the CPV-2 District that the SALDO standards apply to that district as well.

Center Point Village Zoning District 1 (CPV-1)**§150-249.1 Intent.**

The primary purpose of the Center Point Village (CPV-1) District is to permit a mix of various housing types, commercial businesses, and institutional buildings in a walkable village with a sense of community and place as outlined in the goals and concepts illustrated in the document entitled, *A Vision for Center Point Village*—adopted by Worcester Township to guide the development in the area around the historic crossroads of Skippack Pike and Valley Forge Road, which serves as the geographic heart of both Worcester Township and Montgomery County. To those ends, the Center Point Village District 1 is intended to:

- A. Create a mixed use, village character.
- B. Allow a range of small scale commercial and institutional uses within easy walking distance of adjoining residential homes.
- C. Accommodate a variety of housing types.
- D. Ensure that commercial uses have a character that is compatible with the existing historic character of Worcester Township, as well as future residential uses within the district.
- E. Promote pedestrian orientation of streets and buildings to ensure a walkable village setting.
- F. Develop businesses, streets, parks, open spaces, and homes that promote social interaction as well as privacy.
- G. Give priority to pedestrian movement along sidewalks and trails and access to commercial areas, open spaces, and streets; and discourage design that gives priority to vehicular convenience only.
- H. Create a street circulation system with sidewalks and trails that provides safe and convenient access but discourages fast or heavy traffic that is incompatible with a residential neighborhood.
- I. Use scale, building orientation, and landscaping to establish community identity.
- J. Use open and recreational spaces as community focal points.
- K. Encourage the residential density necessary to support retail uses in Center Point Village so that residents of the village will have the option of walking or biking to nearby amenities.
- L. Preserve rural areas of the township by concentrating development in and around the existing Center Point Village.

- M. Provide an appropriate receiving zone for the transfer of development rights (TDR).
- N. Fulfill the purposes and objectives outlined in Article VII-A "Traditional Neighborhood Development" of the Pennsylvania Municipalities Planning Code (Act No. 247 of 1968, as reenacted and amended).

Section 150-249.2 Site Layout

The overall site plan for any new development within the CPV-1 District shall generally adhere to the final land use bubble plan on page 22 of the document entitled *A Vision for Center Point Village*, adopted on October 15, 2014 (included here as Appendix 1). An alternative site layout may be used in the event that the applicant and the Board of Supervisors agree that such a layout would be preferable in order to implement the overall vision of the aforementioned document.

Section 150-249.3 Permitted Uses.

The following uses are permitted in the CPV-1 District according to tract size:

- A. Tracts of less than 3 Acres at the time of the adoption of this ordinance.
 - (1) Anywhere in the district, the following residential uses, alone or in combination:
 - (a) Single-family detached dwellings.
 - (b) Village single dwellings.
 - (c) Twin homes
 - (d) Townhouses
 - (e) Carriage homes
 - (f) The conversion of existing structures, constructed prior to 1940, into multi-family buildings.
 - (2) Park and open space uses, including neighborhood open space, passive open space, and active recreation uses.
 - (3) Municipal uses, including township administration buildings, fire stations, and other similar uses.
 - (4) On lots with frontage along Skippack Pike or Valley Forge Road, the following non-residential uses, individually or combined within a building, provided that such uses do not extend more than 300' from the ultimate right-of-way of Skippack Pike or Valley Forge Road:

- (a) Retail commercial uses, personal service businesses, restaurants, and financial establishments, provided no drive-through facilities are provided for any of these uses.
 - (b) Bed and breakfast establishments.
 - (c) Small-scale offices in converted residential structures.
 - (d) Mixed use buildings with non-residential uses on the first floor and residential use on subsequent floors or a mixture of non-residential and residential uses on subsequent floors. These buildings shall comply with all standards for non-residential buildings.
- (5) Transferred development rights in accordance with Article XXIX – Transferable Development Rights of the Worcester Township Zoning Code.
- B. Tracts of 3 or more acres at the time of the adoption of this ordinance and parcels combined to create tracts of 3 or more acres shall choose one of the following options.
- (1) Mixed Residential Development, which shall include a mix of residential uses listed above in Section 150-249.3.A(1), provided the development meets the residential mixing requirements in Section 150-249.7.A.
 - (2) On tracts with frontage on Skippack Pike or Valley Forge Road, Mixed Use Development, which shall include a mix of uses listed above in Section 150-249.3.A, provided the development meets the mixed use requirements in Section 150-249.7.B.
 - (a) When utilizing the Mixed Use Development option, non-residential uses shall not extend more than 300 feet from the ultimate right-of-way of Valley Forge Road or Skippack Pike. All other lots shall have a residential use listed above in Section 150-249.3.A(1) or open space use listed above in Section 150-249.3.A(2).
 - (3) Transferred development rights in accordance with Article XXIX – Transferable Development Rights of the Worcester Township Zoning Code.

Section 150-249.4 Density.

A. Residential Density.

- (1) The base density for residential portions of all developments shall be one (1) dwelling unit per acre if no bonuses are utilized. Residential portions of developments shall have a maximum overall density of four (4) dwelling units per acre when utilizing all bonuses, as outlined in Section 150-249.6.

- (2) The residential portion of developments shall include the entire tract area minus the area of any non-residential lots and existing legal right-of-ways. The residential acreage may include residential lots, newly proposed streets, and open space areas. Mixed use buildings containing non-residential uses and apartment dwellings shall be considered residential for the purposes of calculating residential density.

Section 150-249.5 Transferable Development Rights.

The Center Point Village-1 District shall be established as a Transferable Development Rights (TDR) receiving zone, in accordance with the provisions of Article XXIX of the Worcester Township Zoning Code. Transferrable Development Rights may be used to increase the base density by up to 1.5 dwelling units per acre as outlined in Section 150-249.6, below.

Section 150-249.6 Bonuses.

Developments within the CPV-1 District shall qualify for an increase in density as follows. The applicant shall be required to provide additional information in order to demonstrate that the bonus feature standards will be met. Unless stated otherwise in the table below, each “bonus feature” category may be utilized to earn a density bonus only one time.

- A. Bonus features, as required in the table below, shall entitle the applicant to an incremental increase in density, up to four (4) dwelling units (DUs) per acre. If the applicant transfers at least two (2) TDRs into the CPV-1 District, the applicant shall also be exempt from the residential mix requirement in Section 150-249.7A and Section 150-249.7.B(2) below.

Bonus Feature	Bonus Dwelling Units (DUs) per Acre	Bonus Feature Standard
Open Space	0.25	0.25 DUs per acre may be earned for each additional 5% open space provided above and beyond the base requirement. Up to 0.5 DUs per acre may be earned using this bonus.
Preserved woodland areas or mature trees	0.25	The preservation of at least 50% of mature trees or woodland areas on site shall qualify. Compliance with this provision shall be determined by the Township Engineer.
Off-site pedestrian improvements	0.5	Off-site pedestrian improvements to Skippack Pike or Valley Forge Road that further the goals of <i>A Vision for Center Point Village</i> . To qualify the applicant shall construct new sidewalks or upgrade existing sidewalks to the township’s specifications by widening, adding street furniture, and/or adding decorative elements. The required sidewalk improvement and/or construction shall be equal

		in length to the greatest dimension of the development tract. The township shall decide if proposed improvements satisfy this bonus, and all improvements shall be in addition to the other requirements of this ordinance, and the Worcester Township Subdivision and Land Development Ordinance.
Existing historic buildings	0.5	Any applicant that proposes to retain and use any and all principal buildings on the property that were constructed before 1940 shall qualify, so long as the buildings are not altered in a manner that is incompatible with their historic character. Which structures constitute principal buildings, and compatibility with historic character shall be determined by the Board of Supervisors. Preservation of existing historic buildings shall not count toward the overall density of the development.
Trail improvements	0.25	Trail improvements that further the goals of <i>A Vision for Center Point Village</i> by providing linkages depicted within that plan. To qualify the applicant shall build a trail that is equal in length to the trail segment shown on the tract in the final land use bubble plan in <i>A Vision for Center Point Village</i> . If no segment is depicted across the tract, the applicant shall build a trail elsewhere in the village equal to or greater in length than the greatest dimension of the development tract.
Combining parcels	0.25	Combining existing parcels of less than 3 acres to create a new tract of land that is 3 acres or more in size in order to create a Mixed Residential Development or Mixed Use Development.
Transfer of Development Rights (TDR)	1.5	The applicant may utilize TDRs for an increase in density of up to 1.5 DUs per acre, in accordance with Article XXIX of the Worcester Township Zoning Code and Section 150-249.5, above.

Section 150-249.7 Mix Requirements.

A. Mixing Requirements for Mixed Residential Developments. All Mixed Residential Developments shall meet the following mixing requirements:

- (1) The development shall include at least two of the following housing types: single-family detached, village house, twin homes, townhouse, carriage home, or multi-family in a converted existing structure built prior to 1940. To qualify as one of the two required housing types, a housing type must comprise at least twenty percent (20%) of the total housing units in the development. No housing type may exceed sixty percent (60%) of the total housing units in the development.

- (2) At least thirty-five percent (35%) of the tract area shall consist of open space, in accordance with the requirements of Section 150-249.12. Applicants may earn a density bonus as outlined in 150-249.6 for providing additional open space.

B. Mixing Requirements for Mixed Use Developments. When the Mixed Use Development option is chosen, the mix of uses shall adhere to the following requirements:

- (1) All Mixed Use Developments shall meet the following mix requirements:

<u>Type of Use</u>	<u>Min. % of Land Area</u>	<u>Max. % of Land Area</u>
Open Space	35%	N/A
Residential	20%	60%
Non-Residential	5%	45%

- (2) The development shall include at least two of the following housing types: single-family detached, village house, twin homes, townhouse, carriage homes, or multi-family in a converted existing structure built prior to 1940. To qualify as one of the two required housing types, a housing type must comprise at least twenty percent (20%) of the total housing units in the development.

Section 150-249.8 Residential Dimensional Requirements.

Residential development shall meet the following dimensional criteria. In the case that a development is unlotted, compliance with equivalent lot standards shall be demonstrated.

	Single-Family Detached	Village Single	Twin Home	Townhouse	Carriage Home	Multi-Family**
Min. Net Lot Area	8,500 sq. ft. per du	5,000 sq. ft. per du	3,600 sq. ft. per du	2,400 sq. ft. per du	3,200 sq. ft. per du	8,500 sq. ft. per du
Max. Net Lot Area	10,000 sq. ft. per du	6,500 sq. ft. per du	5,000 sq. ft. per du	N/A	N/A	10,000 sq. ft. per du
Min. Lot Width	80 feet	60 feet	36 feet	24 feet	28 feet	80 feet
Required front façade location when not facing a principal arterial (When facing a principal arterial, add 10 feet to each requirement)	Not less than 15 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 10 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 15 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 5 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 15 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	N/A
Min. Side Yard	10 feet min, 25 aggregate	5 feet min, 15 aggregate	12 feet	12 feet per end unit	14 feet per end unit	10 feet min, 25 aggregate
Min. Rear Yard	25 feet	25 feet	25 feet	25 feet	25 feet	25 feet

Max Building Coverage on a lot	25%	30%	35%	50%	60%	25%
Max. Impervious Coverage on a lot*	40%	50%	60%	70%	80%	40%
Max Building Height	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet
Max. Dwelling Units per Building	N/A	N/A	N/A	6	4	4

*The Maximum Impervious Coverage at the time of development shall be 5% less than the total listed in the table above. The additional allowable impervious coverage, up to the amount listed in the table above, shall be reserved for the use of the home owner.

**Multi-family refers to units in a converted existing structure, constructed prior to 1940. Existing non-conformities are exempt from these dimensional requirements, so long as non-conformities are reduced to the best extent possible.

Section 150-249.9 Non-Residential Dimensional Requirements.

	Non-Residential Buildings
Min. Net Lot Area	10,000 sq. ft.
Min. Lot Width	70 feet
Required front façade location when not facing a principal arterial (When facing a principal arterial, add 10 feet to each requirement)	Not less than 0 or more than 20 feet from the outer edge of the sidewalk. An additional 15 feet may be added if improved open space in accordance with §150-249.12.B(1)(a) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement
Min. Side Yard	15 feet
Min. Rear Yard	30 feet
Max Building Coverage on a lot	40%
Max. Impervious Coverage on a lot	60%
Max Building Height	35 feet
Max. Dwelling Units per Building (Mixed Use Buildings)	4
Min. Distance Between Buildings on Same Lot	20 feet
Max. Building Length	100 feet for facades facing a street

Section 150-249.10. General Requirements.

- A. All developments must provide open space in compliance with Section 150-249.12, herein.
- B. Utilities. All developments shall be served by public sewer and public water.

- C. Ownership. Any land area proposed for development shall be in one ownership or shall be subject to a joint application filed by every owner of the land area proposed for development, under single direction, using one overall plan and complying with all requirements of the CPV-1 District.
- D. Ownership and Maintenance of Common Open Space and Facilities. Ownership and maintenance of common open space and other common facilities shall be provided in accordance with the regulations in Section 150-249.110.12 of the Worcester Township Code. All open space shall be permanently deed restricted from future subdivision and development.

Section 150-249.11. Design Standards.

All development in the CPV-1 District shall comply with the Worcester Township Subdivision and Land Development Ordinance (SALDO), except in the case that the requirements herein conflict with those requirements, whereby the standards in this ordinance shall apply. All development shall meet the following design standards:

- A. General Layout of Mixed Use Developments and Mixed Residential Developments
 - (1) Mixed Use Development shall be laid out so that all non-residential uses, including mixed-use buildings, shall have frontage along Skippack Pike or Valley Forge Road.
 - (2) Non-residential buildings shall be placed to make walking to open space and residential areas easily accessible to pedestrians by providing an interconnected system of sidewalks and trails.
 - (3) Streets
 - (a) Streets shall be interconnected with each other and with streets on abutting properties in an interconnected modified grid pattern.
 - (b) Cul-de-sacs shall be not be permitted in the CPV-1 District unless no other options are practical. The use of cul-de-sacs must be recommended by the Worcester Township Planning Commission.
 - [1] When allowed, cul-de-sacs shall not serve more than eight dwelling units and shall not exceed three hundred twenty (320) feet in length.
 - (c) Street trees shall be required along all streets in accordance with Section 130-28.G(4) of the Worcester Township Subdivision and Land Development Ordinance (SALDO) with the exception of the following requirement, which shall supersede the requirements of the SALDO:
 - [1] Street trees shall be placed in a grass buffer strip between the curb and sidewalk that is a minimum of eight (8) feet wide.

- (d) Between any two intersections on a residential street, the setbacks of all buildings shall be the same along the entire segment of street and on both sides of the street. This is in addition to the front façade location requirements of Section 150-249.8.

(4) Alleys

- (a) Alleys should be one way when feasible. One-way alleys shall be fourteen (14) feet wide, and two-way alleys shall be eighteen (18) feet wide. Traffic calming devices such as speed humps shall be incorporated into the alleys when feasible.

B. Building Design Standards

(1) Non-Residential and Mixed-Use Buildings shall meet the following requirements:

- (a) Building Footprint and Total Commercial Area. The maximum building footprint of non-residential and mixed-use buildings shall not exceed five thousand (5,000) square feet and the total square footage devoted to commercial use in a building shall not exceed 5,000 square feet.

(2) Residential Building Design Standards

- (a) All dwelling units must have at least one primary entrance in the front facade. For twin homes, this requirement may be met if at least one of the units has its primary entrance in the front facade.
- (b) Townhouse buildings may contain no more than six (6) attached dwelling units.
- (c) Carriage homes buildings may contain no more than four (4) attached dwelling units.
- (d) Village single dwellings must meet all of the following criteria:
 - [1] A sidewalk through the front yard, leading from the street sidewalk or curbline to the front door or front porch of the Village House.
 - [2] If the village single dwelling has a front-facing garage then the garage must be located at least ten (10) feet behind the building's front façade and the garage door shall include architectural features that are similar to the ones used on the main house. The garage door shall also have windows.

[3] All village single dwellings shall contain at least two of the following features. Whichever two options are chosen shall apply to all village houses within a development to create a sense of architectural unity:

[a] An unenclosed porch, extending across at least one-third of the front of the house, excluding the garage, being at least six (6) feet in depth.

[b] A front yard enclosed by a picket fence at least thirty (30) inches but no more than thirty-six (36) inches in height.

[c] A rear-facing garage that is accessed by a rear alley, with no access taken from the primary street in front of the village single dwelling.

C. Parking Standards

(1) Residential garages, parking lots, and/or driveways should not be the dominant aspect of the building design, if visible from the street, parking lots shall be buffered and garage doors shall have decorative elements such as windows, decorative hardware and shall not be white.

(2) Non-Residential Parking Design Standards. Off-street parking for non-residential buildings shall comply with the following requirements.

(a) Off-street parking shall be visually screened from existing and proposed streets by hedges, walls, buffer plantings, or similar site elements. Such screens shall be between two (2) feet and four (4) feet high.

(b) Parking areas on abutting non-residential lots shall be interconnected by access driveways when deemed feasible by the Board of Supervisors.

(c) Each non-residential lot shall provide easements for its parking areas and access driveways guaranteeing access and use to all other non-residential lots within the tract.

(d) Non-residential parking lots shall be set back at least ten (10) feet from residential lots.

(3) Single-Family Detached Parking Design Standards. Garages for single-family detached units shall meet one of the following design options:

(a) The garage is side entry, so garage doors are perpendicular or radial to the street which the front facade faces.

(b) The garage is located behind the rear facade of the house. This garage may be detached from or attached to the house, and the garage doors may face any direction.

- (c) The garage is located at least ten (10) feet behind the front façade, or covered front porch, of the house. The garage may face the street subject to §150-249.11.C.(1).
 - (d) The garage is rear entry, so garage doors are on the opposite side of the house from the front façade and are accessed by a system of alleys.
- (4) Townhouse and Carriage Home Parking Design Standards. Garages for townhouse and carriage house units shall meet one of the following design options.
- (a) On end units the garage is side entry, so garage doors are perpendicular or radial to the street which the front facade faces.
 - (b) The garage may face the street subject to §150-249.11.C.(1).
 - (c) The garage is rear entry, so garage doors are on the opposite side of the house from the front façade and are accessed by a system of alleys. When rear entry garages are used, the end units may have side entry or rear entry garages.
- E. Driveway Design Standards
- (1) Each lot shall have not more than one driveway access point per existing street on which the lot fronts. When feasible, abutting non-residential lots must share a common driveway.
 - (2) When visible from the street, residential driveways shall not be asphalt. Decorative paving using another material such as brick or concrete shall be used instead. Driveways shall be either one continuous surface or a ribbon driveway, which has two strips of concrete or brick with grass or pea gravel in between.
- F. Non-Residential Off-Street Loading Areas, Outdoor Storage, and Trash Disposal Areas.
- (1) All loading areas and loading docks shall be located to the sides and rears of buildings. Loading docks shall not be visible from public streets. All loading areas and loading docks shall be set back at least twenty-five (25) feet from residential property lines.
 - (2) Outdoor storage or display of merchandise shall not be permitted overnight.
 - (3) Trash disposal areas shall be located within buildings or within an opaque screened area that completely hides the trash and is located to the side or rear of a building. All outdoor trash disposal areas shall be set back at least twenty-five (25) feet from residential property lines.

- G. Landscaping. Except where otherwise indicated in this ordinance, buffers, parking lot landscaping, detention basin landscaping, and landscaping around non-residential buildings shall be provided, in accordance with the Worcester Township Subdivision and Land Development Ordinance.
- H. Signs. All signs shall comply with the requirements of Article XXI of the Worcester Township zoning ordinance.

Section 150-249.12. Open Space Standards.

A. Total Open Space

- (1) Minimum required open space for Mixed Residential Developments, and Mixed Use Developments shall be thirty-five percent (35%), with bonuses awarded for additional open space as outlined in Section 150-249.6 Bonuses.
 - (a) In addition to the applicable minimum required open space, ten percent (10%) of the required open space shall meet the requirements of Section 150-249.12.B Neighborhood Open Space Requirements, below.
- (2) Open space may consist of neighborhood open space, a primary park, active recreation facilities, passive open space, and other similar types of open space.
- (3) The required open space shall have a layout that is generally consistent with the final land use bubble plan on page 22 of A Vision for Center Point Village (included as Appendix 1 herein) unless a more preferable layout is identified by the Board of Supervisors.
- (4) Sensitive natural areas, as identified by the Board of Supervisors, shall be protected as a part of the required open space.
- (5) No portion of any building lot may be used for meeting the minimum required amount of total open space. If a development is unlotted, no area within twenty-five (25) feet of any building shall count towards the minimum required amount of total open space.

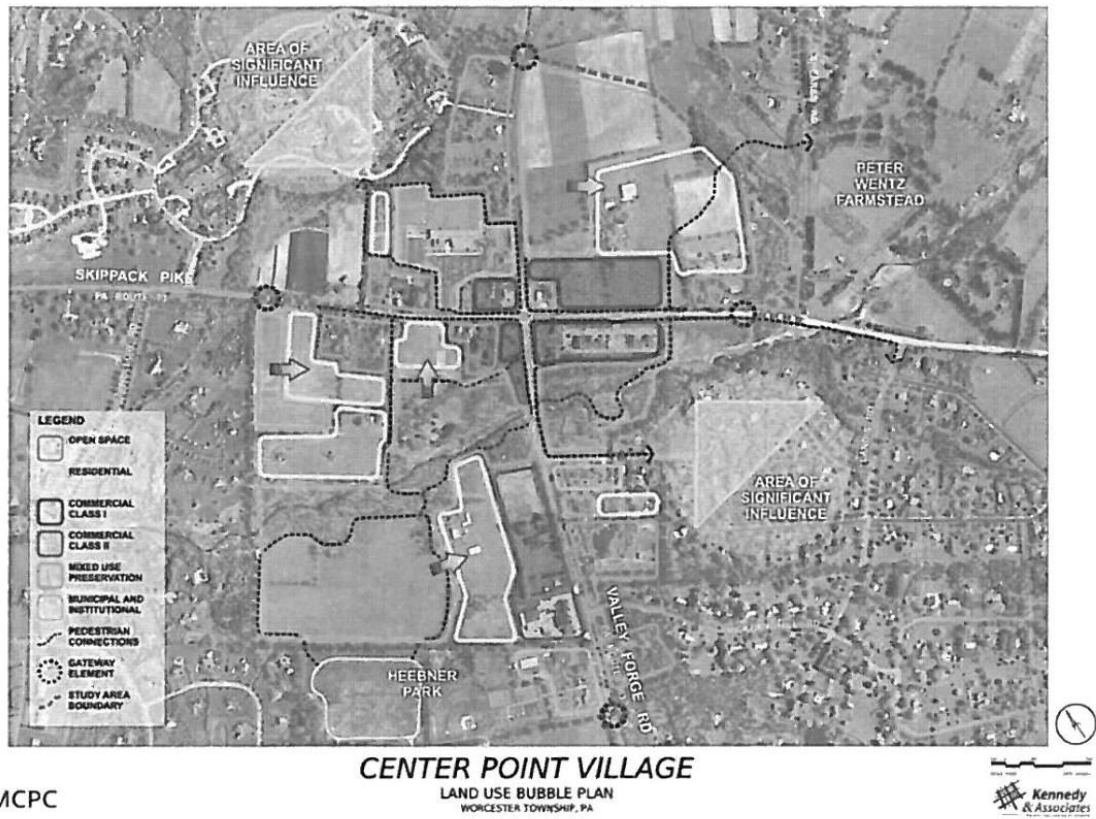
B. Neighborhood Open Space Requirements.

- (1) Neighborhood Open Space Design Alternatives. As noted in §150-249.12.A(1)(a) above, ten percent (10%) of the required open space shall be set aside as Neighborhood Open Space. All neighborhood open space shall meet one of the following design alternatives and shall include at least one village green meeting the primary park requirements.
 - (a) Village Green. Each village green shall:

- [1] Be at least ten thousand (10,000) square feet in size
 - [2] Be configured so that a circle with a radius of thirty (30) feet can fit within the confines of the green; and,
 - [3] Be surrounded along at least twenty-five percent (25%) of its perimeter by roads. All sides of village greens shall be surrounded by either roads or the front facades of buildings.
- (b) Landscaped Median. Each landscaped median shall have a minimum average width of ten (10) feet and a length of at least one-hundred fifty (150) feet, and shall be surrounded by streets on all sides.
 - (c) Eyebrow. Each eyebrow shall contain an island, generally configured as a semi-circle, and configured so that a circle with a radius of fifteen (15) feet can fit within the confines of the green space.
- (2) Additional Neighborhood Open Space Standards
- (a) All dwelling units within a CPV-1 District development shall be located within 800 feet of some type of open space.
 - (b) Detention basins and other stormwater impounding areas, except for landscaped permanent wet ponds, may not be located in neighborhood open space areas used to meet the minimum amount of required neighborhood open space.

Appendix 1

Final Land Use Bubble Plan



DR

SALDO Article XI—Design Standards for the Center Point Village 1 and Center Point Village 2 Districts**Section 130-66**

The following standards apply to the Center Point Village 1 and Center Point Village 2 zoning districts and shall supersede any other SALDO standards that may conflict with the standards of this article. These standards are in addition to those required by the Worcester Township Zoning Code. All development shall meet the following design standards:

D. Pedestrian Design Standards

- (1) Sidewalks are required along all interior streets of residential developments and along existing streets where indicated on the final land use bubble plan on page 22 of *A Vision for Center Point Village* (Appendix 1 of this ordinance), or other locations recommended by the Worcester Township Planning Commission.
- (2) Sidewalks are required to connect the road frontage sidewalks to all front building entrances, parking areas, neighborhood open space, and any other destination that generates pedestrian traffic.
- (3) Sidewalks shall connect to existing sidewalks on abutting tracts and other nearby pedestrian destination points.
- (4) Sidewalks shall be no less than five (5) feet wide on residential streets, and no less than eight (8) feet wide on non-residential and mixed-use streets.
- (5) Multi-use trails shall run throughout the open space system and connect to sidewalks and nearby pedestrian destination points. The trails shall be generally laid out in the manner represented by the final land use bubble map on page 22 of *A Vision for Center Point Village*.

E. Building Design Standards

- (1) Non-Residential and Mixed-Use Buildings shall meet the following requirements:
 - (a) Building Orientation and Entrance. Front facades of non-residential and mixed-use buildings shall be oriented towards commercial/main streets within the mixed use tract, with a public entrance in this front façade. When abutting Skippack Pike or Valley Forge Road front facades shall face one of those streets. When buildings are located on corners, the entrance may be located on the corner with an appropriate building articulation, such as a chamfered corner, turret, canopy, or other similar architectural feature.
 - (b) Walls and Windows. Blank walls shall not be permitted along any exterior wall facing a street. Exterior walls in these locations shall meet the following criteria:

- [1] Such walls shall have architectural treatments that are the same as the front façade, including consistent, style, materials, colors, and details.
 - [2] Windows. The ground floor of any wall facing a street shall contain windows in accordance with the following requirements:
 - [a] The ground floor front facades of retail commercial uses, personal service businesses, and restaurants shall consist of at least 35% window area, but not more than 75% window area.
 - [b] All other ground floor walls facing a street shall contain at least twenty-five percent (25%) window area but not more than seventy-five percent (75%) window area.
 - [3] Dark tinted glass or reflective glass in windows is prohibited
 - [4] Walls or portions of walls where windows are not provided shall have architectural treatments designed to break up the bulk of the wall, including at least three of the following treatments: masonry, masonry water table, belt courses of contrasting color or texture, metal roof accents, decorative tile work, medallions, quoins, decorative glass, trellis with plants, artwork, vertical or horizontal visual articulation, lighting fixtures, or similar architectural elements not listed above, as approved by the Board of Supervisors. Concrete block shall not be acceptable as masonry unless decorative split face block is utilized.
- (c) Roofs.
- [1] All non-residential and mixed-use buildings shall have pitched roofs covering at least eighty percent (80%) of the building with a pitch of at least six (6) vertical inches to every twelve (12) horizontal inches.
 - [2] Pitched roofs shall provide overhanging eaves that extend a minimum of one (1) foot beyond the building wall.
- (d) Non-residential and mixed-use buildings must have at least a three (3) foot off-set in all facades for every forty (40) feet of continuous facade. Such off-sets may be met through the use of bay windows, porches, porticos, building extensions, towers, bays, gables, and other architectural treatments.
- (e) Non-residential and mixed-use buildings shall contain materials, windows, doors, architectural details, massing, floor heights, and roofs that are compatible with proposed

residential buildings within the development and with the existing historical character of Worcester Township.

(2) Residential Building Design Standards

- (a) All residential buildings shall have pitched roofs covering at least eighty percent (80%) of the building with a pitch of at least six (6) vertical inches to every twelve (12) horizontal inches.

DRAFT

Center Point Village Zoning District 2 (CPV-2)**§150-250.1 Intent.**

The primary purpose of the Center Point Village 2 (CPV-2) District is to create a commercial core within a walkable village as outlined in the goals and concepts illustrated in the document entitled, *A Vision for Center Point Village*—adopted by Worcester Township to guide the development in the area around the historic crossroads of Skippack Pike and Valley Forge Road, which serves as the geographic heart of both Worcester Township and Montgomery County. The CPV-2 District is designed to serve as the heart of the village and to compliment the standards set forth in the nearby CPV-1 District. To those ends, the Center Point Village District 2 is intended to:

- A. Allow a range of small scale commercial and institutional uses within easy walking distance of adjoining residential homes.
- B. Ensure that commercial uses have a character that is compatible with the existing historic character of Worcester Township, as well as future residences within the development.
- C. Promote pedestrian orientation of streets and buildings to ensure a walkable village setting.
- D. Give priority to pedestrian movement along sidewalks and trails and access to commercial areas, open spaces, and streets; and discourage design that gives priority to vehicular convenience only.
- E. Create a street circulation system with sidewalks and trails that provides safe and convenient access.
- F. Use scale, building orientation, and landscaping to establish community identity.
- G. Use open and recreational spaces as community focal points.
- H. Preserve rural areas of the township by concentrating development in and around the existing Center Point Village.
- I. Provide retail uses in Center Point Village so that residents of the village will have the option of walking or biking to nearby amenities.

Section 150-250.2 Site Layout

The overall site plan for any new development within the CPV-2 District shall adhere to the final land use bubble plan on page 22 of the document entitled *A Vision for Center Point Village*, adopted on October 15, 2014 (included here as Appendix 1). An alternative site layout may be used in the event that the applicant and the Board of Supervisors agree that such a layout would be preferable in order to implement the overall vision of the aforementioned document.

Section 150-250.3 Permitted Uses.

The following uses are permitted in the CPV-2 District:

A. Class One Uses. On any lot, the following uses are permitted:

- (1) Retail commercial uses, personal service businesses, restaurants, and financial establishments, excluding drive-through facilities.
- (2) Convenience stores, without fuel pumps.
- (3) Park and open space uses, including central open space, passive open space, and active recreation uses.
- (4) Municipal uses, including township administration buildings, fire stations, and other similar uses.
- (5) Bed and breakfast establishments.
- (6) Small-scale business or professional offices in converted residential structures.
- (7) Offices of doctor, dentist, and other healthcare providers.
- (8) Studio for dance, art, music, photography, or exercise.
- (9) Day care center

B. Class Two Uses. On lots with a minimum area of forty thousand (40,000) square feet and a minimum width at the building line of one hundred (100) feet, in addition to Class One Uses, the following uses are permitted:

- (1) Uses with drive-through facilities, including restaurants, drug stores, banks and financial institutions, provided:
 - (a) The use provides sufficient on-site stacking lanes to accommodate a minimum of six (6) automobiles leading to the first drive-through window, bank teller window, remote teller window, or drive through automatic teller machine on the site, and two (2) automobiles for each additional drive-through facility on the site.
 - (b) These stacking lanes shall not interfere with parking spaces or the external circulation of the site.

- (c) Drive through windows shall face the rear or side yard of the site. Drive through windows shall not face a public street.
- (2) Gas stations, mini-marts, convenience stores with fuel pumps and other use with fuel pumps, provided that:
 - (a) All activities except those to be performed at the fuel or air pumps are performed within a completely enclosed building. Outdoor storage is not permitted.
 - (b) Minimum setback of pump islands is fifty (50) feet from street ultimate rights-of-way, eighty (80) feet from residential property lines, and thirty (30) feet from all other property lines.
 - (c) Minimum setback of parking (any portion) from fuel pumps is thirty (30) feet.
 - (d) The fuel pump area does not interfere with parking spaces or internal circulation. In developments with multiple uses, the fuel pump area shall be separated from the parking and internal circulation of other uses.
 - (e) There shall be a maximum of six (6) fuel pumps.
 - (f) Body repairs and/ or painting shall not be permitted.
 - (g) Canopies meet the following requirements:
 - [1] Canopies shall be set back at least fifteen (15) feet from property lines and ultimate rights-of-way lines and fifty (50) feet from abutting residentially zoned properties.
 - [2] Canopies shall have a maximum height of sixteen (16) feet measured to the underside of the canopy. For slanted canopies, this sixteen (16) foot maximum can be measured at the portion of the canopy closest to the street.
 - [3] Individual canopies shall have a maximum area of 3,600 square feet; multiple canopies shall be separated by a minimum distance of 15 feet. Total aggregate area of all canopies shall be a maximum of 7,000 square feet.
 - [4] Lighting for canopies shall be recessed so that the bottom of the lighting fixture is flush with the underside of the canopy, using a full cutoff flat lens luminaire.
 - [5] Canopies shall be designed to be architecturally compatible with structures in the surrounding area with regard to color and building materials. Colors shall be compatible with buildings in the neighborhood, and pitched roofs shall be used unless deemed impossible by the Board of Supervisors.

C. Class Three Uses. On lots with a minimum area of one hundred fifty thousand (150,000) square feet and a minimum width at the building line of five hundred (500) feet, in addition to Class One Uses and Class Two Uses, the following uses are permitted:

- (1) Shopping center, in accordance with additional standards in Section 150-250.4, Section 150-250.6, and all other regulations of this district. A shopping center shall include three or more separate retail uses and shall not include drive-through facilities.

Section 150-250.4 Dimensional Requirements.

	Class One Uses	Class Two Uses	Class Three Uses
Min. Net Lot Area	10,000 sq. ft.	40,000 sq. ft.	150,000
Min. Lot Width	70 feet	100 feet	500 feet
Required front façade location when not facing a principal arterial (When facing a principal arterial, add 10 feet to each requirement)	Not less than 0 or more than 20 feet from the outer edge of the sidewalk. An additional 50 feet may be added if improved open space in accordance with §150-250.7.A(3) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement	Not less than 10 or more than 30 feet from the outer edge of the sidewalk. An additional 100 feet may be added if improved open space in accordance with §150-250.7.A(3) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement	Not less than 20 or more than 60 feet from the outer edge of the sidewalk. An additional 100 feet may be added if improved open space in accordance with §150-250.7.A(3) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement
Min. Side Yard	15 feet	15 feet	40 feet
Min. Rear Yard	30 feet	30 feet	40 feet
Min. Building Setback from abutting residential properties	40 feet	50 feet	65 feet
Max Building Coverage on a lot	40%	30%	25%
Max. Impervious Coverage on a lot	60%	60%	60%
Max Building Height	35 feet	35 feet	35 feet
Min. Distance Between Buildings on Same Lot	20 feet	20 feet	50 feet
Max. Building Length	100 feet for facades facing a street	100 feet for facades facing a street	250 feet for facades facing a street
Max. Building Footprint	5,000 square feet	15,000 square feet	20,000 square feet

Section 150-250.5. General Requirements.

- A. Utilities. All developments shall be served by public sewer and public water.
- B. Ownership. Any land area proposed for development shall be in one ownership or shall be subject to a joint application filed by every owner of the land area proposed for development, under single direction, using one overall plan and complying with all requirements of the CPV-2 District.
- C. Ownership and Maintenance of Common Open Space and Facilities. Ownership and maintenance of common open space and other common facilities shall be provided in accordance with the regulations in Section 150-110.12 of the Worcester Township Code. All open space shall be permanently deed restricted from future subdivision and development.

Section 150-250.6 Additional Standards for Class Two Uses and Class Three Uses.

Commercial uses that are permitted as a Class Two Use or a Class Three Use shall meet the following standards:

- A. Buildings, driveways, parking areas, loading areas, outdoor activity areas, light sources, trash areas, and other potential nuisances shall be located and designed to minimize adverse impacts on abutting residential properties. In order to limit the adverse impact of a proposed general commercial use, the Board of Supervisors may require alternative site layouts, including increased setbacks from residential property lines, different locations of buildings, parking areas, and driveways, the incorporation of loading and trash collection areas as part of the principal building design, and increased screening for light sources and outdoor activity areas.
- B. Driveway intersections with streets and traffic circulation patterns within lots shall be located and designed to minimize congestion and safety problems on adjacent streets and nearby intersections. The Board of Supervisors may require alternative driveway locations and site design in order to alleviate potential congestion or safety problems.
- C. Buildings, driveways, and parking areas shall be located and designed in such a manner to maximize pedestrian safety and accessibility. Developments shall provide safe pedestrian connections to existing roadways and adjacent residential developments. Sidewalks and multi-use trails shall be utilized to make such connections. All developments should adhere to the pedestrian connectivity goals of the township's adopted plan, *A Vision for Center Point Village*.

Section 150-250.7. Design Standards.

All development in the CPV-2 District shall comply with the Worcester Township Subdivision and Land Development Ordinance (SALDO), except in the case that the requirements herein conflict with those requirements, whereby the standards in this ordinance shall apply. All development shall meet the following design standards:

A. General Layout

- (1) Buildings shall be placed to make walking to open space and residential areas easily accessible to pedestrians by providing an interconnected system of sidewalks and trails.
- (2) Streets
 - (a) Streets shall be interconnected with each other and with streets on abutting properties in an interconnected modified grid pattern.
 - (b) Street trees shall be required along all streets in accordance with Section 130-28.G(4) of the Worcester Township Subdivision and Land Development Ordinance (SALDO) with the exception of the following requirement, which shall supersede the requirements of the SALDO:
 - [1] Street trees shall be placed in a grass buffer strip between the curb and sidewalk that is a minimum of eight (8) feet wide.
- (3) Public Open Space. The front façade location may be moved back by up to 50 feet for permitted uses, and 100 feet for conditional uses, if the space in front of the building is utilized for a public open space. The public open space area shall be landscaped, and include features such as benches, bike racks, gazebos, pavilions, ponds, fountains and/or paved patio areas. These improvements shall occupy at least 500 square feet and the total public open space shall be at least 5,000 square feet in size. The public open space may include areas for outdoor dining.

B. Parking Standards

- (1) Parking lots and/or driveways should not be the dominant aspect of the building design, as seen from the street. Parking lots shall be located to the side and/or rear of buildings, unless there is an additional and larger building on the lot between the proposed parking and the street.
- (2) Off-street parking shall be visually screened from existing and proposed streets by hedges, walls, buffer plantings, or similar site elements. Such screens shall be between two (2) feet and four (4) feet high.
- (3) Parking areas on abutting lots shall be interconnected by access driveways.
- (4) Each lot shall provide easements for its parking areas and access driveways guaranteeing access and use to all other lots within the tract.
- (5) Parking lots shall be set back at least ten (10) feet from any adjacent residential lots.

- (6) Amount of Required Parking. All uses shall comply with the parking requirements required by Article XXII of the Worcester Township Zoning Code, except as adjusted below:
 - (a) For any use, the amount of parking that is provided shall not exceed 120% of the minimum parking that is required by Section 150-153 of Article XXII.
 - (b) Required parking may be located on an abutting lot, provided such spaces are located within 200 feet of the use.
- C. Off-Street Loading Areas, Outdoor Storage, and Trash Disposal Areas.
 - (1) All loading areas and loading docks shall be located to the sides and rears of buildings. Loading docks shall not be visible from public streets. All loading areas and loading docks shall be set back at least twenty-five (25) feet from residential property lines.
 - (2) Outdoor storage or display of materials shall not be permitted overnight.
 - (3) Trash disposal areas shall be located within buildings or within an opaque screened area that completely hides the trash and is located to the side or rear of a building. All outdoor trash disposal areas shall be set back at least twenty-five (25) feet from residential property lines.
- D. Landscaping. Street trees, buffers, parking lot landscaping, detention basin landscaping, and landscaping around non-residential buildings shall be provided, in accordance with the Worcester Township Subdivision and Land Development Ordinance.
- E. Signs. All signs shall comply with the requirements of Article XXI of the Worcester Township zoning ordinance. Commercial uses shall meet the standards of both Section 150-147 General Sign Regulations and Section 150-150 Signs Permitted in C and SC Districts.
- F. Additional Subdivision and Land Development Standards. All development within this district shall adhere to the additional standards in Article XI of the Worcester Township Subdivision and Land Development Ordinance, Design Standards for the Center Point Village 1 and Center Point Village 2 Districts.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS & PLANNING COMMISSION JOINT MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, JUNE 15, 2016 – 6:00 PM**

CALL TO ORDER by Chair Caughlan at 6:04 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]
GORDON TODD [X]
PATRICIA QUIGLEY [X]
CHRIS DAVID [X]
ANTHONY SHERR [X]
RICK DELELLO [X]

INFORMATIONAL ITEMS

- Tommy Ryan, Township Manager, announced the Board of Supervisors had met in Executive Session immediately following the May 18 Business Meeting to discuss a matter of litigation, in specific The Cutler Group v. Worcester Township, Montgomery County Court of Common Pleas docket #15-13769; and, a matter of threatened litigation, related to the Hickory Hill Sewer project. Mr. Ryan also announced the Board of Supervisors will meet in Executive Session immediately following this meeting to discuss a matter of litigation, in specific Mollick v. the Worcester Township Board of Supervisors and individual Board members, Montgomery County Court of Common Pleas, docket number 15-13760; and, a matter of litigation, in specific The Cutler Group v. Worcester Township, Montgomery County Court of Common Pleas docket #15-13769.

PUBLIC COMMENT

- Jim Mollick, Worcester, commented on the Montgomery County Court of Common Pleas decision in the matter of The Cutler Group v. Worcester Township, litigation proceedings and the Township Solicitor performance, the Methacton School District conditional use hearing, Board of Supervisor performance, the proposed Center Point Village zoning ordinance and project schedule.
- Jim Phelan, Worcester, commented on the Montgomery County Court of Common Pleas decision in the matter of The Cutler Group v. Worcester Township.

- Wini Hayes, Worcester, commented on the Montgomery County Court of Common Pleas decision in the matter of The Cutler Group v. Worcester Township, the proposed Center Point Village zoning ordinance and preferred uses in the Center Point Village, Village walkability, parks and trails in the Village, and Palmer property access to Valley Forge Road.
- Bob Andorn, Worcester, commented on the permitted public comment period at public meetings, the proposed Center Point Village zoning ordinance, and development restrictions in the proposed ordinance.
- Francis Vogan, Worcester, commented on Village walkability, and a previously-considered historic preservation ordinance.
- Rob Hayes, Worcester, commented on convenience store uses, proposed development density and architectural details in the proposed Center Point Village zoning ordinance, utilization of transfer development rights, Village walkability, and development restrictions in the proposed ordinance.
- Joe Pawlawski, Worcester, commented on the permitted public comment period at public meetings.
- Roberta Body, owner of Palmer Tract, commented on Palmer family history, preferred uses in the Center Point Village, viewscape preservation, open space requirement in the proposed ordinance, and the preservation of existing structures at the Palmer property.
- E. Van Reiker, Consultant for the Palmer family, commented on the permitted public comment period at public meetings, and the proposed bubble plan in the Center Point Village zoning ordinance.

PRESENTATIONS

- a) Center Point Village Zoning Ordinance – Gordon Todd provided an overview of Planning Commission discussions to date on the proposed Center Point Village ordinance. Mr. Todd commented on the density bonus, open space preservation requirement, woodland preservation, Village walkability, parcel consolidation, and design standards. Mr. Todd noted the Planning Commission is in the information gathering portion of the project.

Supervisor Quigley commented on the utilization of transfer development rights. Mr. Todd and Supervisor Quigley commented on transfer development unit value.

Supervisor Bustard commented on the professional staff utilized to draft the proposed Center Point Village ordinance, Village walkability, proposed densities, commercial uses, and the utilization of transfer development rights.

Chair Caughlan commented on commercial uses and preferred uses in the Center Point Village, traffic volume on Skippack Pike and Valley Forge Road, preparation of an ordinance that is applicable to the entire Village, the location of commercial uses at the Palmer property, Village walkability, proposed trails, and an estimated implementation schedule for the proposed trails.

Mr. Todd commented on the ability of the proposed Center Point Village ordinance to accommodate future development.

Supervisor Bustard commented on the Montgomery County and Worcester Township priority to establish a trail connection between the Peter Wentz Farmstead and the existing trail along the Zacharias Creek.

OFFICIAL ACTION ITEMS

- a) November 2, 2015 Joint Meeting Minutes – Mr. Todd motioned to approve the November 2, 2015 Joint Meeting Minutes as presented. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Members adopted the motion to approve.

OTHER BUSINESS

No other business was discussed at this evening's Joint Meeting.

ADJOURNMENT

There being no further business brought forward, Chair Caughlan adjourned the Joint Meeting at 7:14 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

AGENDA
WORCESTER TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE - WORCESTER, PA
FEBRUARY 15, 2017 - 7:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

INFORMATIONAL ITEMS

PUBLIC COMMENT

- A five minute per person limit for any items not listed on this agenda for official action.

OFFICIAL ACTION ITEMS

a) consent agenda

- A motion to approve a consent agenda that includes the following items:
 - i. Treasurer's Report and other Monthly Reports for January 2017;
 - ii. bill payment for January 2017;
 - iii. January 18, 2017 Work Session minutes; and,
 - iv. January 18, 2017 Business Meeting minutes.

b) Resolution 2017-05

- A resolution to approve a Preliminary/Final Plan of Subdivision at 1631 Kriebel Mill Road.

c) Resolution 2017-06

- A resolution to authorize the destruction of certain public records in accordance with Act 428 of 1968 and the *Municipal Records Manual*.

d) Resolution 2017-07

- A resolution to approve a grant application to the Montgomery County 2040 Implementation Grant Program.

e) waiver

- A motion to approve a waiver of land development to construct an entryway at the City Restaurant, 2974 Germantown Pike.

f) Agricultural Security Area

- A motion to acknowledge the receipt of applications to add two properties to the Township's Agricultural Security Area.

(over)

g) insurance

- A motion to approve membership in the Delaware Valley Insurance Trust and the Delaware Valley Workers Compensation Insurance Trust.

OTHER BUSINESS

ADJOURNMENT

UPCOMING MEETINGS

Planning Commission	Thursday, February 23	7:30 PM
UCC Regional Board of Appeals	Thursday, March 2	7:00 PM
Board of Supervisors, Work Session	Wednesday, March 15	6:00 PM
Board of Supervisors, Business Meeting	Wednesday, March 15	7:30 PM
Zoning Hearing Board	Tuesday, March 21	6:30 PM

All other meetings will be held at the Worcester Township Community Hall, 1031 Valley Forge Road.

**TREASURER'S REPORT
AND OTHER MONTHLY REPORTS**

JANUARY 2017

1. Treasurer's Report
2. Planning, Zoning, Parks & Grants Report
3. Permit Activity Report
4. Public Works Department Report
5. Fire Marshal Report
6. Township Engineer Report
7. Worcester Volunteer Fire Department Report
8. Pennsylvania State Police Report

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TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
Revenue Account Range: First to Last Expend Account Range: First to Last Print Zero YTD Activity: No Include Non-Anticipated: No Include Non-Budget: No Year To Date As Of: 01/31/17 Current Period: 01/01/17 to 01/31/17 Prior Year As Of: 01/31/17								
001-301-100-000	Property Taxes- Current	46,361.79	47,200.00	477.15	477.15	0.00	46,722.85-	1
001-301-500-000	Property Taxes- Liened	594.30	770.00	10.03	10.03	0.00	759.97-	1
001-301-600-000	Property Taxes- Interim	255.86	260.00	58.67	58.67	0.00	201.33-	23
	Segment 3 Total	47,211.95	48,230.00	545.85	545.85	0.00	47,684.15-	1
001-310-010-000	Per Capita Taxes- Current	4,628.78	4,755.00	37.08	37.08	0.00	4,717.92-	1
001-310-030-000	Per Capita Taxes- Delinquent	904.72	1,010.00	24.20	24.20	0.00	985.80-	2
001-310-100-000	Real Estate Transfer Taxes	327,124.66	245,000.00	38,783.50	38,783.50	0.00	206,216.50-	16
001-310-210-000	Earned Income Taxes	2,625,725.54	2,535,000.00	82,283.65	82,283.65	0.00	2,452,716.35-	3
001-310-220-000	Earned Income Taxes- Prior Year	0.00	100.00	0.00	0.00	0.00	100.00-	0
*001-310-900-000	Impact Fees	32,038.40	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	2,990,422.10	2,785,865.00	121,128.43	121,128.43	0.00	2,664,736.57-	4
001-321-800-000	Franchise Fees	229,986.84	220,000.00	0.00	0.00	0.00	220,000.00-	0
	Segment 3 Total	229,986.84	220,000.00	0.00	0.00	0.00	220,000.00-	0
001-322-820-000	Road Opening Permits	400.00	500.00	100.00	100.00	0.00	400.00-	20
001-322-900-000	Sign Permits	122.15	250.00	0.00	0.00	0.00	250.00-	0
001-322-910-000	Yard Sale Permits	200.00	140.00	0.00	0.00	0.00	140.00-	0
001-322-920-000	Solicitation Permits	900.00	250.00	300.00	300.00	0.00	50.00	120
	Segment 3 Total	1,622.15	1,140.00	400.00	400.00	0.00	740.00-	35
001-331-120-000	Ordinance Violations	1,713.73	1,000.00	618.05	618.05	0.00	381.95-	62
	Segment 3 Total	1,713.73	1,000.00	618.05	618.05	0.00	381.95-	62
001-341-000-000	Interest Earnings	41,068.43	1,000.00	3,548.97	3,548.97	0.00	2,548.97	355
	Segment 3 Total	41,068.43	1,000.00	3,548.97	3,548.97	0.00	2,548.97	355
001-342-000-000	Rents & Royalties	15,311.00	17,681.00	1,500.00	1,500.00	0.00	16,181.00-	8
001-342-120-000	Cell Tower Rental	127,683.05	140,632.32	10,617.22	10,617.22	0.00	130,015.10-	8

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
	Segment 3 Total	142,994.05	158,313.32	12,117.22	12,117.22	0.00	146,196.10-	8
001-354-090-000	Grants	0.00	4,275.00	0.00	0.00	0.00	4,275.00-	0
	Segment 3 Total	0.00	4,275.00	0.00	0.00	0.00	4,275.00-	0
001-355-010-000	Public Utility Realty Tax	2,823.49	2,823.00	0.00	0.00	0.00	2,823.00-	0
001-355-040-000	Alcohol License Fees	800.00	1,000.00	0.00	0.00	0.00	1,000.00-	0
001-355-050-000	Foreign Casualty- State Aid	56,870.40	56,870.32	0.00	0.00	0.00	56,870.32-	0
001-355-070-000	Foreign Fire	101,086.86	101,086.86	0.00	0.00	0.00	101,086.86-	0
	Segment 3 Total	161,580.75	161,780.18	0.00	0.00	0.00	161,780.18-	0
*001-357-080-000	Tennis Court Grant	8,822.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	8,822.00	0.00	0.00	0.00	0.00	0.00	0
001-361-300-000	Land Development Fees	7,850.00	2,250.00	0.00	0.00	0.00	2,250.00-	0
001-361-330-000	Conditional Use Fees	0.00	2,350.00	0.00	0.00	0.00	2,350.00-	0
001-361-340-000	Zoning Hearing Board Fees	9,250.00	5,300.00	800.00	800.00	0.00	4,500.00-	15
001-361-350-000	Zoning Amendment Fees	0.00	1,350.00	0.00	0.00	0.00	1,350.00-	0
001-361-500-000	Map And Publication Sales	49.66	50.00	50.00	50.00	0.00	0.00	100
	Segment 3 Total	17,149.66	11,300.00	850.00	850.00	0.00	10,450.00-	8
001-362-410-000	Building Permit Fees	166,141.61	120,000.00	3,088.10	3,088.10	0.00	116,911.90-	3
001-362-420-000	Zoning Permit Fees	13,892.50	8,500.00	275.00	275.00	0.00	8,225.00-	3
001-362-450-000	Commercial U&O Fees	775.00	500.00	0.00	0.00	0.00	500.00-	0
001-362-460-000	Driveway Permit Fees	490.00	195.00	0.00	0.00	0.00	195.00-	0
	Segment 3 Total	181,299.11	129,195.00	3,363.10	3,363.10	0.00	125,831.90-	3
*001-367-342-000	Park Cell Tower Rental	20,863.62	0.00	0.00	0.00	0.00	0.00	0
001-367-400-000	PRPS Ticket Sales	5,695.95	8,000.00	944.00	944.00	0.00	7,056.00-	12
001-367-408-000	Sports & Lesson Fees	20,528.00	23,000.00	0.00	0.00	0.00	23,000.00-	0
001-367-409-000	Park Trips	9,114.89	7,000.00	0.00	0.00	0.00	7,000.00-	0
001-367-420-000	Park Miscellaneous	8,289.16	4,900.00	8,900.00	8,900.00	0.00	4,000.00	182
	Segment 3 Total	64,491.62	42,900.00	9,844.00	9,844.00	0.00	33,056.00-	23

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
001-381-000-000	Miscellaneous Income	27,824.98	8,160.00	29,859.28	29,859.28	0.00	21,699.28	366
001-381-001-000	Service Charge Fees	0.00	1,200.00	24.45	24.45	0.00	1,175.55-	2
	Segment 3 Total	27,824.98	9,360.00	29,883.73	29,883.73	0.00	20,523.73	319
001-383-200-000	Escrow Administration	800.00	800.00	0.00	0.00	0.00	800.00-	0
	Segment 3 Total	800.00	800.00	0.00	0.00	0.00	800.00-	0
001-392-300-000	Transfer From Capital Fund	383,872.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	383,872.00	0.00	0.00	0.00	0.00	0.00	0
001-395-000-000	Refund of Prior Year Expenditures	159.95	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	159.95	0.00	0.00	0.00	0.00	0.00	0
	Fund 001 Revenue Total	4,301,019.32	3,575,158.50	182,299.35	182,299.35	0.00	3,392,859.15-	5

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-400-000-000	LEGISLATIVE BODY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-400-110-000	Legislative- Payroll	7,560.00	7,500.00	630.00	630.00	0.00	6,870.00	8
001-400-150-000	Legislative- Benefits	65,708.76	68,917.14	5,639.60	5,639.60	0.00	63,277.54	8
001-400-312-000	Legislative- Consultant Services	40,797.00	26,100.00	0.00	0.00	0.00	26,100.00	0
001-400-337-000	Legislative- Mileage Reimbursement	311.04	500.00	0.00	0.00	0.00	500.00	0
001-400-420-000	Legislative- Dues & Subscriptions	3,249.00	5,950.00	0.00	0.00	0.00	5,950.00	0
001-400-460-000	Legislative- Meetings & Seminars	4,118.67	4,725.00	0.00	0.00	0.00	4,725.00	0
	Segment 3 Total	121,744.47	113,692.14	6,269.60	6,269.60	0.00	107,422.54	6
001-401-000-000	MANAGER:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-401-120-000	Management- Payroll	77,975.74	139,050.00	10,384.62	10,384.62	0.00	128,665.38	7
001-401-150-000	Management- Benefits	45,609.88	68,868.99	5,500.54	5,500.54	0.00	63,368.45	8
001-401-312-000	Management- Consultant Services	3,164.58	5,000.00	0.00	0.00	0.00	5,000.00	0
001-401-321-000	Management- Mobile Phone	600.00	600.00	50.00	50.00	0.00	550.00	8
001-401-337-000	Management- Mileage Reimbursement	4,800.00	4,800.00	400.00	400.00	0.00	4,400.00	8
001-401-460-000	Management- Meetings & Seminars	842.06	2,350.00	0.00	0.00	0.00	2,350.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Segment 3 Total	132,992.26	220,668.99	16,335.16	16,335.16	0.00	204,333.83	7
001-402-000-000	FINANCIAL ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-402-120-000	Finance- Payroll	53,416.39	63,375.90	4,827.05	4,827.05	0.00	58,548.85	8
001-402-150-000	Finance- Benefits	30,629.71	28,436.27	1,834.34	1,834.34	0.00	26,601.93	6
001-402-321-000	Finance- Mobile Phone	18.94	300.00	25.00	25.00	0.00	275.00	8
001-402-337-000	Finance- Mileage Reimbursement	219.60	300.00	0.00	0.00	0.00	300.00	0
001-402-460-000	Finance- Meeting & Seminars	266.94	1,300.00	0.00	0.00	0.00	1,300.00	0
	Segment 3 Total	84,551.58	93,712.17	6,686.39	6,686.39	0.00	87,025.78	7
001-403-000-000	TAX COLLECTION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-403-110-000	Tax Collection- Payroll	2,383.42	2,411.50	0.00	0.00	0.00	2,411.50	0
001-403-150-000	Tax Collection- Benefits	182.33	184.72	0.00	0.00	0.00	184.72	0
001-403-210-000	Tax Collection- Office Supplies	5,074.84	4,740.00	0.00	0.00	0.00	4,740.00	0
001-403-310-000	Tax Collection- Professional Services	32,483.31	32,956.30	1,002.06	1,002.06	0.00	31,954.24	3
	Segment 3 Total	40,123.90	40,292.52	1,002.06	1,002.06	0.00	39,290.46	2
001-404-000-000	LEGAL SERVICES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-404-310-000	Legal- General Services	62,565.78	69,000.00	0.00	0.00	0.00	69,000.00	0
001-404-320-000	Legal- RTK Services	50,622.62	12,000.00	0.00	0.00	0.00	12,000.00	0
	Segment 3 Total	113,188.40	81,000.00	0.00	0.00	0.00	81,000.00	0
001-405-000-000	CLERICAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-405-140-000	Clerical- Payroll	68,082.02	80,150.48	4,978.49	4,978.49	0.00	75,171.99	6
001-405-150-000	Clerical- Benefits	50,870.20	31,475.85	1,847.24	1,847.24	0.00	29,628.61	6
001-405-210-000	Clerical- Office Supplies	5,313.03	7,900.00	0.00	0.00	0.00	7,900.00	0
001-405-310-000	Payroll Services	13,664.05	14,850.00	1,092.99	1,092.99	0.00	13,757.01	7
001-405-321-000	Clerical- Telephone	5,646.61	5,085.00	209.73	209.73	0.00	4,875.27	4
001-405-325-000	Postage	4,822.21	4,181.00	0.46-	0.46-	0.00	4,181.46	0-
001-405-337-000	Clerical- Mileage Reimbursement	132.19	240.00	0.00	0.00	0.00	240.00	0
001-405-340-000	Clerical- Advertisement	3,779.03	9,000.00	96.21	96.21	0.00	8,903.79	1
001-405-460-000	Clerical- Meetings & Seminars	2,698.60	5,150.00	0.00	0.00	0.00	5,150.00	0
001-405-465-000	Computer Expense	20,531.56	25,589.00	1,800.00	1,800.00	0.00	23,789.00	7
001-405-470-000	Clerical- Other Expense	14,686.22	16,740.00	94.14	94.14	0.00	16,645.86	1
	Segment 3 Total	190,225.72	200,361.33	10,118.34	10,118.34	0.00	190,242.99	5

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-408-000-000	ENGINEERING SERVICES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-408-310-000	Engineering Services	30,439.42	41,500.00	0.00	0.00	0.00	41,500.00	0
	Segment 3 Total	30,439.42	41,500.00	0.00	0.00	0.00	41,500.00	0
001-409-000-000	GOVERNMENT BUILDINGS & PLANT:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-409-136-000	Administration- Utilities	8,321.08	10,260.00	381.31	381.31	0.00	9,878.69	4
001-409-137-000	Administration- Maintenance & Repairs	18,920.69	16,779.00	610.20	610.20	0.00	16,168.80	4
001-409-142-000	Administration- Alarm Service	2,470.44	3,612.00	173.00	173.00	0.00	3,439.00	5
001-409-147-000	Administration- Other Expenses	1,372.01	2,400.00	0.00	0.00	0.00	2,400.00	0
001-409-236-000	Garage- Utilities	10,046.71	12,420.00	484.40	484.40	0.00	11,935.60	4
001-409-237-000	Garage- Maintenance & Repairs	9,682.37	9,464.40	439.25	439.25	0.00	9,025.15	5
001-409-242-000	Garage- Alarm Service	1,002.96	1,416.00	45.00	45.00	0.00	1,371.00	3
001-409-247-000	Garage- Other Expenses	1.70	1,500.00	0.00	0.00	0.00	1,500.00	0
001-409-373-000	Preserve Farmhouse	15,403.09	0.00	0.00	0.00	0.00	0.00	0
001-409-436-000	Community Hall- Utilities	3,446.21	5,340.00	416.67	416.67	0.00	4,923.33	8
001-409-437-000	Community Hall- Maintenance & Repairs	5,446.48	5,172.00	212.00	212.00	0.00	4,960.00	4
001-409-447-000	Community Hall- Other Expenses	425.52	600.00	0.00	0.00	0.00	600.00	0
001-409-536-000	Historical Bldg- Utilities	2,858.42	3,829.00	666.89	666.89	0.00	3,162.11	17
001-409-537-000	Historical Bldg- Maintenance & Repairs	2,664.32	1,699.92	0.00	0.00	0.00	1,699.92	0
001-409-636-000	Hollow Rd Rental- Utilities	104.32	250.00	62.41	62.41	0.00	312.41	25
001-409-637-000	Hollow Rd Rental- Maintenance & Repairs	2,105.51	4,080.00	0.00	0.00	0.00	4,080.00	0
001-409-737-000	Springhouse- Maintenance & Repairs	350.00	1,000.00	0.00	0.00	0.00	1,000.00	0
	Segment 3 Total	53,815.65	79,822.32	3,366.31	3,366.31	0.00	76,456.01	4
001-411-000-000	FIRE:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-411-380-000	Fire Protection- Hydrant Rentals	39,436.59	25,398.00	0.00	0.00	0.00	25,398.00	0
001-411-540-000	Fire Protection- WFD Contributions	301,286.86	316,036.86	0.00	0.00	0.00	316,036.86	0
	Segment 3 Total	340,723.45	341,434.86	0.00	0.00	0.00	341,434.86	0
001-413-000-000	UCC & CODE ENFORCEMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-413-110-000	Fire Marshal- Payroll	4,632.00	9,640.80	500.26	500.26	0.00	9,140.54	5
001-413-110-150	Fire Marshal- Benefits	450.69	942.48	42.52	42.52	0.00	899.96	5
001-413-140-000	Code Enforcement- Payroll	103,810.18	43,775.00	3,275.50	3,275.50	0.00	40,499.50	7
001-413-150-000	Code Enforcement- Benefits	46,165.21	26,773.33	1,698.94	1,698.94	0.00	25,074.39	6
001-413-210-000	Code Enforcement- Supplies	2,472.50	7,855.00	0.00	0.00	0.00	7,855.00	0
001-413-312-000	Code Enforcement- Consultant Services	69,796.00	77,880.00	0.00	0.00	0.00	77,880.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-413-337-000	Code Enforcement- Mileage Reimbursement	615.60	660.00	0.00	0.00	0.00	660.00	0
001-413-460-000	Code Enforcement- Meetings & Seminars	312.50	1,000.00	0.00	0.00	0.00	1,000.00	0
	Segment 3 Total	228,254.68	168,526.61	5,517.22	5,517.22	0.00	163,009.39	3
001-414-000-000	PLANNING & ZONING:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-414-140-000	Zoning- Payroll	1,200.00	1,600.00	200.00	200.00	0.00	1,400.00	12
001-414-150-000	Zoning- Benefits	91.92	122.56	15.32	15.32	0.00	107.24	12
001-414-310-000	Zoning- Professional services	2,938.50	2,700.00	0.00	0.00	0.00	2,700.00	0
001-414-313-000	Zoning- Engineering	3,640.28	1,500.00	0.00	0.00	0.00	1,500.00	0
001-414-314-000	Zoning- Legal	11,648.00	10,800.00	0.00	0.00	0.00	10,800.00	0
001-414-315-000	Zoning- Conditional use	84,638.16	4,500.00	0.00	0.00	0.00	4,500.00	0
001-414-341-000	Zoning- Advertisement	2,591.20	2,750.00	0.00	0.00	0.00	2,750.00	0
001-414-460-000	Zoning- Meetings & Seminars	62.82	200.00	0.00	0.00	0.00	200.00	0
	Segment 3 Total	106,810.88	24,172.56	215.32	215.32	0.00	23,957.24	1
001-419-000-000	OTHER PUBLIC SAFETY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-419-242-000	PA One Call	2,013.40	3,840.00	0.00	0.00	0.00	3,840.00	0
	Segment 3 Total	2,013.40	3,840.00	0.00	0.00	0.00	3,840.00	0
001-430-000-000	PUBLIC WORKS - ADMIN:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-430-140-000	Public Works- Payroll	356,850.36	396,706.44	28,345.36	28,345.36	0.00	368,361.08	7
001-430-150-000	Public Works- Benefits	165,190.98	172,336.31	10,246.57	10,246.57	0.00	162,089.74	6
001-430-238-000	Public Works- Uniforms	6,857.01	9,397.00	207.60	207.60	0.00	9,189.40	2
001-430-326-000	Public Works- Mobile phones	2,625.17	1,260.00	0.00	0.00	0.00	1,260.00	0
001-430-460-000	Public Works- Meetings & Seminars	1,841.27	3,100.00	0.00	0.00	0.00	3,100.00	0
001-430-470-000	Public Works- Other Expenses	3,116.23	2,540.00	0.00	0.00	0.00	2,540.00	0
	Segment 3 Total	536,481.02	585,339.75	38,799.53	38,799.53	0.00	546,540.22	7
001-432-000-000	WINTER MAINTENANCE- SNOW REMOVAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-432-200-000	Snow Removal- Materials	0.00	44,268.75	0.00	0.00	0.00	44,268.75	0
001-432-450-000	Snow Removal- Contractor	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
	Segment 3 Total	0.00	59,268.75	0.00	0.00	0.00	59,268.75	0
001-433-000-000	TRAFFIC CONTROL DEVICES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-433-313-000	Traffic Signal- Engineering	5,690.41	6,500.00	0.00	0.00	0.00	6,500.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-433-361-000	Traffic Signal- Electricity	3,831.53	3,240.00	0.00	0.00	0.00	3,240.00	0
001-433-374-000	Traffic Signal- Maintenance	20,095.06	18,050.00	0.00	0.00	0.00	18,050.00	0
	Segment 3 Total	29,617.00	27,790.00	0.00	0.00	0.00	27,790.00	0
001-437-000-000	REPAIRS OF TOOLS AND MACHINERY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-437-250-000	Machinery & Tools- Vehicle Maintenance	37,776.67	83,064.00	324.63	324.63	0.00	82,739.37	0
001-437-260-000	Machinery & Tools- Small Tools	7,342.17	6,850.00	0.00	0.00	0.00	6,850.00	0
001-437-370-000	Machinery & Tools- Small Tool Repairs	384.67	500.00	0.00	0.00	0.00	500.00	0
	Segment 3 Total	45,503.51	90,414.00	324.63	324.63	0.00	90,089.37	0
001-438-000-000	ROADS & BRIDGES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-438-231-000	Gasoline	3,989.08	5,267.00	0.00	0.00	0.00	5,267.00	0
001-438-232-000	Diesel Fuel	12,255.29	22,330.00	126.41	126.41	0.00	22,203.59	1
001-438-242-000	Road Signs	3,378.04	3,200.00	0.00	0.00	0.00	3,200.00	0
001-438-245-000	Road Supplies	14,995.64	35,900.00	263.64	263.64	0.00	35,636.36	1
001-438-300-000	Contractor- Snow	7,062.50	0.00	0.00	0.00	0.00	0.00	0
001-438-313-000	Engineering	70,874.30	55,000.00	0.00	0.00	0.00	55,000.00	0
001-438-370-000	Road Program- Contractor	391,409.63	15,500.00	0.00	0.00	0.00	15,500.00	0
	Segment 3 Total	503,964.48	137,197.00	390.05	390.05	0.00	136,806.95	0
001-446-000-000	STORM WATER MANAGEMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-446-313-000	Stormwater Management- Engineering	22,285.82	44,500.00	0.00	0.00	0.00	44,500.00	0
	Segment 3 Total	22,285.82	44,500.00	0.00	0.00	0.00	44,500.00	0
001-451-000-000	RECREATION- ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-451-140-000	Recreation- Payroll	32,750.00	47,586.00	3,500.00	3,500.00	0.00	44,086.00	7
001-451-150-000	Recreation- Benefits	26,873.69	26,861.25	1,721.55	1,721.55	0.00	25,139.70	6
001-451-337-000	Recreation- Mileage Reimbursement	0.00	300.00	0.00	0.00	0.00	300.00	0
001-451-460-000	Recreation- Meetings & Seminars	0.00	1,025.00	0.00	0.00	0.00	1,025.00	0
	Segment 3 Total	59,623.69	75,772.25	5,221.55	5,221.55	0.00	70,550.70	7
001-452-000-000	PARTICIPANT RECREATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-452-247-000	Discounted Tickets (PRPS)	5,757.00	7,900.00	0.00	0.00	0.00	7,900.00	0
001-452-248-000	Camps & Sport Leagues	18,475.99	22,100.00	0.00	0.00	0.00	22,100.00	0
001-452-249-000	Bus Trips	10,944.07	6,800.00	440.00	440.00	0.00	6,360.00	6

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-452-250-000	Community Day	0.00	6,500.00	685.00	685.00	0.00	5,815.00	11
001-452-520-000	Library	6,000.00	6,300.00	0.00	0.00	0.00	6,300.00	0
	Segment 3 Total	41,177.06	49,600.00	1,125.00	1,125.00	0.00	48,475.00	2
001-454-000-000	PARKS:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-454-337-000	Park Auto/Mileage	373.10	0.00	0.00	0.00	0.00	0.00	0
001-454-436-000	Heebner Park- Utilities	3,299.03	3,180.00	0.00	0.00	0.00	3,180.00	0
001-454-437-001	Heebner Park- Athletic Fields	13,126.52	16,400.00	0.00	0.00	0.00	16,400.00	0
001-454-437-002	Heebner Park- Expenses	9,492.57	12,000.00	0.00	0.00	0.00	12,000.00	0
001-454-438-001	Mount Kirk Park- Athletic Fields	3,027.89	3,000.00	0.00	0.00	0.00	3,000.00	0
001-454-438-002	Mount Kirk Park- Expenses	610.54	1,450.00	0.00	0.00	0.00	1,450.00	0
001-454-439-001	Sunny Brook Park- Athletic Fields	4,005.22	4,400.00	0.00	0.00	0.00	4,400.00	0
001-454-439-002	Sunny Brook Park- Expenses	1,883.23	4,900.00	0.00	0.00	0.00	4,900.00	0
001-454-440-000	Trail Expenses	4,509.61	0.00	0.00	0.00	0.00	0.00	0
001-454-446-000	Sunny Brook Park- Utilities	850.37	1,560.00	0.00	0.00	0.00	1,560.00	0
001-454-450-000	Nike Park Expense	93.58	0.00	0.00	0.00	0.00	0.00	0
001-454-460-000	Parks- Seminars & Meetings	1,095.04	0.00	0.00	0.00	0.00	0.00	0
001-454-470-000	Heyser Park- Horse Ring	0.00	500.00	0.00	0.00	0.00	500.00	0
001-454-471-000	Heyser Park- Expenses	45.00	1,300.00	0.00	0.00	0.00	1,300.00	0
001-454-480-000	Trail Expenses	79.66	5,600.00	0.00	0.00	0.00	5,600.00	0
001-454-490-000	Other Parks	0.00	4,400.00	0.00	0.00	0.00	4,400.00	0
	Segment 3 Total	42,491.36	58,690.00	0.00	0.00	0.00	58,690.00	0
001-459-000-000	PUBLIC RELATIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-459-340-000	Public Relations- Community Newsletter	12,342.16	14,400.00	0.00	0.00	0.00	14,400.00	0
001-459-341-000	Public Relations- Other Communications	0.00	1,400.00	0.00	0.00	0.00	1,400.00	0
001-459-430-000	Public Relations	179.99	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	12,522.15	15,800.00	0.00	0.00	0.00	15,800.00	0
001-461-000-000	CONSERVATION OF NATURAL RESOURCES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-461-711-000	North Penn Lra Acquisition	21,536.98	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	21,536.98	0.00	0.00	0.00	0.00	0.00	0
001-481-000-000	EMPLOYER PAID BENEFITS AND WITHHOLDING I	0.00	0.00	0.00	0.00	0.00	0.00	0
001-481-430-000	Inter Gov- Real Estate Taxes	0.00	7,160.00	0.00	0.00	0.00	7,160.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Segment 3 Total	0.00	7,160.00	0.00	0.00	0.00	7,160.00	0
001-486-000-000	INSURANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-486-350-000	Insurances	108,029.65	119,037.00	7,040.00	7,040.00	0.00	111,997.00	6
	Segment 3 Total	108,029.65	119,037.00	7,040.00	7,040.00	0.00	111,997.00	6
001-492-300-000	Transfer To Capital Fund	0.00	895,566.25	6,861,470.14	6,861,470.14	0.00	5,965,903.89	766
	Segment 3 Total	0.00	895,566.25	6,861,470.14	6,861,470.14	0.00	5,965,903.89	766
	Fund 001 Expend Total	2,868,116.53	3,575,158.50	6,963,881.30	6,963,881.30	0.00	3,388,722.80	195

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
008-341-000-000	Interest Earnings	742.50	600.00	38.85	38.85	0.00	561.15-	6
	Segment 3 Total							
008-364-110-000	Tapping Fees	501,551.74	11,400.00	6,181.64	6,181.64	0.00	5,218.36-	54
008-364-120-000	Sewer Fees- Residential	428,757.20	490,104.66	88,858.82	88,858.82	0.00	401,245.84-	18
008-364-130-000	Sewer Fees- Commercial	163,453.39	151,561.21	11,990.83	11,990.83	0.00	139,570.38-	8
008-364-140-000	Late Fees	7,152.96	6,000.00	313.46	313.46	0.00	5,686.54-	5
008-364-150-000	Certification Fees	1,060.00	1,080.00	0.00	0.00	0.00	1,080.00-	0
008-364-190-000	Liens	376.00	100.00	0.00	0.00	0.00	100.00-	0
	Segment 3 Total	1,102,351.29	660,245.87	107,344.75	107,344.75	0.00	552,901.12-	16
008-381-000-000	Miscellaneous Income	0.00	100.00	0.00	0.00	0.00	100.00-	0
	Segment 3 Total	0.00	100.00	0.00	0.00	0.00	100.00-	0
008-395-000-000	Refund of Prior Year Expenditures	32.55	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	32.55	0.00	0.00	0.00	0.00	0.00	0
	Fund 008 Revenue Total	1,103,126.34	660,945.87	107,383.60	107,383.60	0.00	553,562.27-	16

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-402-000-000	WASTE WATER FINANCIAL ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-402-470-000	Financial / CD Fees	10.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	10.00	0.00	0.00	0.00	0.00	0.00	0
008-405-000-000	WASEWATER CLERICAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-405-150-000	Administrative Staff Costs	47,152.72	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	47,152.72	0.00	0.00	0.00	0.00	0.00	0
008-429-000-000	WASTEWATER COLLECTION AND TREATMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-429-242-000	Alarm Services	932.10	982.00	0.00	0.00	0.00	982.00	0
008-429-300-000	Other Expenses	25,421.38	63,570.00	0.00	0.00	0.00	63,570.00	0
008-429-313-000	Engineering	10,630.91	10,750.00	0.00	0.00	0.00	10,750.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-429-314-000	Legal	330.23	3,900.00	0.00	0.00	0.00	3,900.00	0
008-429-316-000	Plant Operations	166,274.02	126,512.40	13,916.61	13,916.61	0.00	112,595.79	11
008-429-321-000	Telephone	861.35	888.00	34.23	34.23	0.00	853.77	4
008-429-361-000	Utilities	121,083.98	101,460.00	0.00	0.00	0.00	101,460.00	0
008-429-366-000	Water	389.14	0.00	0.00	0.00	0.00	0.00	0
008-429-374-000	Equipment & Repairs	24,954.13	12,600.00	0.00	0.00	0.00	12,600.00	0
008-429-421-001	Center Point- Operations	11,374.07	9,042.00	978.06	978.06	0.00	8,063.94	11
008-429-421-002	Center Point- Utilities & Repairs	8,445.66	4,452.00	0.00	0.00	0.00	4,452.00	0
008-429-422-001	Meadowood- Operations	18,580.85	9,042.00	1,562.29	1,562.29	0.00	7,479.71	17
008-429-422-002	Meadowood- Utilities & Repairs	547.45	1,752.00	34.31	34.31	0.00	1,717.69	2
008-429-423-001	Heritage Village- Operations	10,168.55	9,042.00	877.60	877.60	0.00	8,164.40	10
008-429-423-002	Heritage Village- Utilities & Repairs	3,604.92	4,380.00	36.30	36.30	0.00	4,343.70	1
008-429-424-001	Fawn Creek- Operations	10,860.54	9,042.00	919.31	919.31	0.00	8,122.69	10
008-429-424-002	Fawn Creek- Utilities & Repairs	2,905.61	3,804.00	0.00	0.00	0.00	3,804.00	0
008-429-425-001	Chadwick Place- Operations	10,977.50	9,042.00	930.98	930.98	0.00	8,111.02	10
008-429-425-002	Chadwick Place- Utilities & Repairs	3,936.34	4,488.00	33.76	33.76	0.00	4,454.24	1
008-429-426-001	Adair Pump- Operations	10,295.25	9,042.00	736.20	736.20	0.00	8,305.80	8
008-429-426-002	Adair Pump- Utilities & Repairs	4,828.84	3,228.00	34.95	34.95	0.00	3,193.05	1
008-429-700-000	Capital Improvements	0.00	90,000.00	0.00	0.00	0.00	90,000.00	0
	Segment 3 Total	447,402.82	487,018.40	20,094.60	20,094.60	0.00	466,923.80	4
008-471-000-000	DEBT PRINCIPAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-471-200-000	General Obligation Bond- Principal	0.00	120,000.00	0.00	0.00	0.00	120,000.00	0
	Segment 3 Total	0.00	120,000.00	0.00	0.00	0.00	120,000.00	0
008-472-000-000	DEBT INTEREST:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-472-200-000	General Obligation Bond- Interest	47,890.17	50,821.26	0.00	0.00	0.00	50,821.26	0
	Segment 3 Total	47,890.17	50,821.26	0.00	0.00	0.00	50,821.26	0
008-475-000-000	Fiscal Agent Fees- 2016 Bond	74,471.67	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	74,471.67	0.00	0.00	0.00	0.00	0.00	0
008-486-000-000	INSURANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-486-350-000	Insurance Expense	3,134.40	3,095.00	0.00	0.00	0.00	3,095.00	0
	Segment 3 Total	3,134.40	3,095.00	0.00	0.00	0.00	3,095.00	0

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Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
Fund 008	Expend Total	620,061.78	660,934.66	20,094.60	20,094.60	0.00	640,840.06	3

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Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
030-341-000-000	Interest Earnings	14,612.17	17,000.00	1,162.74	1,162.74	0.00	15,837.26-	7
	Segment 3 Total	14,612.17	17,000.00	1,162.74	1,162.74	0.00	15,837.26-	7
030-363-100-000	Traffic Impact Fees	0.00	45,857.00	21,875.00	21,875.00	0.00	23,982.00-	48
	Segment 3 Total	0.00	45,857.00	21,875.00	21,875.00	0.00	23,982.00-	48
030-381-000-000	Miscellaneous Income	0.00	6,000.00	21,526.00	21,526.00	0.00	15,526.00	359
	Segment 3 Total	0.00	6,000.00	21,526.00	21,526.00	0.00	15,526.00	359
030-392-010-000	Transfer From General Fund	0.00	895,566.25	6,861,470.14	6,861,470.14	0.00	5,965,903.89	766
030-392-040-000	Transfer from Revolving Fund	349,823.02	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	349,823.02	895,566.25	6,861,470.14	6,861,470.14	0.00	5,965,903.89	766
	Fund 030 Revenue Total	364,435.19	964,423.25	6,906,033.88	6,906,033.88	0.00	5,941,610.63	716

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
030-402-000-000	FINANCE ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-402-470-000	Investing/CD Fees	645.68	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	645.68	0.00	0.00	0.00	0.00	0.00	0
030-405-000-000	SECRETARY/CLERK:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-405-720-000	Office Equipment	0.00	29,800.00	5,653.55	5,653.55	0.00	24,146.45	19
	Segment 3 Total	0.00	29,800.00	5,653.55	5,653.55	0.00	24,146.45	19
030-409-000-000	GOVERNMENT BUILDINGS & PLANTS:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-409-600-000	Building Improvements	0.00	39,700.00	937.50	937.50	0.00	38,762.50	2
	Segment 3 Total	0.00	39,700.00	937.50	937.50	0.00	38,762.50	2
030-430-600-000	Capital Roads	0.00	504,000.00	0.00	0.00	0.00	504,000.00	0
030-430-740-000	Equipment Purchases	0.00	207,200.00	77,958.00	77,958.00	0.00	129,242.00	38

TOWNSHIP OF WORCESTER
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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Segment 3 Total	0.00	711,200.00	77,958.00	77,958.00	0.00	633,242.00	11
030-433-600-000	Traffic Signs & Signals	0.00	10,100.00	0.00	0.00	0.00	10,100.00	0
	Segment 3 Total	0.00	10,100.00	0.00	0.00	0.00	10,100.00	0
030-454-600-000	Parks and Trails	0.00	77,500.00	0.00	0.00	0.00	77,500.00	0
030-454-710-000	Land Acquisition	0.00	80,000.00	0.00	0.00	0.00	80,000.00	0
	Segment 3 Total	0.00	157,500.00	0.00	0.00	0.00	157,500.00	0
030-492-010-000	Transfer to General Fund	383,872.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	383,872.00	0.00	0.00	0.00	0.00	0.00	0
	Fund 030 Expend Total	384,517.68	948,300.00	84,549.05	84,549.05	0.00	863,750.95	9

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
035-341-000-000	Interest Earnings	862.46	250.00	0.19	0.19	0.00	249.81-	0
	Segment 3 Total	862.46	250.00	0.19	0.19	0.00	249.81-	0
035-355-020-000	Liquid Fuel Funds	325,426.98	343,000.00	0.00	0.00	0.00	343,000.00-	0
	Segment 3 Total	325,426.98	343,000.00	0.00	0.00	0.00	343,000.00-	0
	Fund 035 Revenue Total	326,289.44	343,250.00	0.19	0.19	0.00	343,249.81-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
035-432-000-000	WINTER MAINTENANCE- SNOW REMOVAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
035-432-250-000	Snow & Ice Removal	44,180.25	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	44,180.25	0.00	0.00	0.00	0.00	0.00	0
035-438-000-000	ROADS & BRIDGES:	0.00	0.00	0.00	0.00	0.00	0.00	0
035-438-370-000	Road Maintenance Contractor	344,000.00	340,000.00	0.00	0.00	0.00	340,000.00	0
	Segment 3 Total	344,000.00	340,000.00	0.00	0.00	0.00	340,000.00	0
	Fund 035 Expend Total	388,180.25	340,000.00	0.00	0.00	0.00	340,000.00	0

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

Board of Supervisors:
SUSAN G. CAUGHLAN, CHAIR
STEPHEN C. QUIGLEY, VICE CHAIR
ARTHUR C. BUSTARD, MEMBER

1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

Planning, Zoning, Parks & Grants Report
January 2017

Planning Commission (January 26)

- reorganized
- Coughlin (LD 2016-07) – Reviewed a Preliminary/Final Plan for a 3-lot subdivision at Kriebel Mill Road; recommended approval.
- continued review on Center Point Village Ordinance

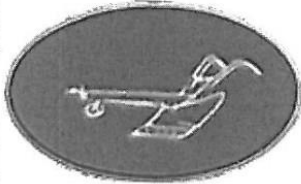
Zoning Hearing Board – *did not meet this month*

Park Updates

- Heebner Park will be the event site of Worcester Township's First Annual Community Day on Saturday, May 13, 2017 (Rain Date: May 14).
 - Sponsorships received to date total \$10,251.

Grant Updates

- Growing Greener Plus through DEP: Submitted application on 1/11/17 – retrofit a Township-owned basin located in the priority area of the Skippack Creek Watershed.
- Misc. Award: PSATS Annual Township Citizen Communication Contest – 3rd Place Most Improved Newsletter.



WORCESTER TOWNSHIP
Building and Codes Department
January 2017

Report Dates: 1/1/2017 - 1/31/2017

Item	Count / Fee
Total Issued Permits	22 / \$5,431.85

Issued Permits			
Fee Item	No. Permits	Construction Value	Permit Fee
Building			
1 Commercial Alterations	1	\$4,900.00	\$304.00
2 General Construction	1	\$9,400.00	\$57.80
3 Residential Addition	1	\$170,000.00	\$634.55
4 Residential Alterations	6	\$175,700.00	\$3,156.50
5 SOLAR PANELS	2	\$51,646.00	\$148.00
6 Swimming Pool: In Ground	1	\$91,104.00	\$209.00
7 Wooden Deck	1	\$51,000.00	\$164.00
Electrical			
8 New Electrical Work	3	\$2,985.00	\$58.00
Road Opening			
9 Road Opening	3	\$0.00	\$150.00
Zoning			
10 Grading	2	\$261,104.00	\$550.00
11 Sign	1	\$200.00	\$0.00
TOTALS:	22	\$818,039.00	\$5,431.85

Other Fees Collected	
State Fee	\$60.00

Public Works Department Report

January 2017

1) Road Maintenance

- A. Cleared inlets and drains throughout the Township
- B. Filled potholes throughout the Township
- C. Straightened and pruned around roadway signage throughout the Township
- D. Cleaned edge of roadway swales throughout the Township
- E. Performing routine maintenance on traffic lights

2) Storm Maintenance

- A. 1.5.17 Applied brine to all Township roadways
- B. 1.6.17 Crew dealt with winter roadway conditions
- C. 1.7.17 Crew dealt with winter roadway conditions
- D. 1.13.17 Applied brine to all Township roadways
- E. 1.30.17 Applied brine to all Township roadways

3) Parks

- A. Twice weekly cleaning of public restrooms, emptying trash receptacles, and filling dog bag stations
- B. Repairing washouts and general trail maintenance
- C. Cut and chipped dead trees throughout the parks

4) Vehicle Maintenance

- A. Performed weekly maintenance of all Township vehicles
- B. Detailed all vehicle exteriors after storm events
- C. Inspection performed on 64-43
- D. Sold vehicles 64-24 and 64-27
- E. 64-28 Replaced belts and tensioners
- F. 64-08 Replaced plow piston and repaired trans fluid leak

5) Miscellaneous

- A. Set and cleaned the Community Hall for all Township events and rentals
- B. Ran electric and IT cables for admin reception renovations
- C. Removed all Township Holiday decorations
- D. Assisted with filing and organizing Administrative Office's basement

January 2017 Fire Marshal Report to Board of Supervisors

- 1/ Fire Marshal investigations on 12 dispatches.
- 2/ Met with county EOC personnel and Fire Chief regarding dispatch mapping procedures
- 3/ Met with township manager in developing tax credit plan recently passed and signed into law for active firefighters.
- 4/ Submitted completed occupancy proximity report for Texas Eastern Pipeline
- 5/ Updated fire department key access call list at Fairview Church
- 6/ One firefighter fell in parking lot after drill Feb 2nd. Released from hospital – In rehab at Meadowood.

Respectfully Submitted,

David Cornish
Fire Marshal

MEMORANDUM

TO: Worcester Township Board of Supervisors
FROM: Joseph J. Nolan, P.E., Township Engineer
DATE: February 1, 2017
SUBJECT: Engineering Report - Project Status

This memorandum will provide an update and status report on the various projects that are ongoing within the Township as of February 1, 2017.

1. Heebner Road Soccer Field

We are in the Maintenance Bond Period for this project.

2. Meadowood Pumping Station Generator Replacement.

The project is now complete.

3. Miscellaneous Items

- a. CKS Engineers assisted the Township on numerous zoning and land development related issues as requested during the month.
- b. CKS Engineers performed various site inspections in conjunction with finalizing Use & Occupancy Permits during the month.
- c. CKS reviewed numerous grading permit applications for the Township during the month.
- d. CKS Engineers, Inc. continued to provide inspection services in conjunction with all ongoing land development and subdivision projects throughout the Township. This also included verifying completion of items and preparation of escrow releases for these projects.
- e. CKS is reviewing numerous subdivisions submitted to the Township. These include Whitehall Estates, 2044 Berks Road and the Coughlin Tract.

- f. CKS has completed the field work for the 2017 Road Improvements Program. We have prepared a cost estimate for a "base bid" contract, and four alternative add-on roads as well. We will prepare the specifications and contract documents for bidding. We anticipate a bid opening date of April 12, 2017, and contract award at the April 19, 2017 Board Meeting.
- g. We will assist the Township with several small drainage projects as part of the road program in 2017.

The above represents a status report on the projects and services currently being performed by CKS Engineers, Inc. Please contact me if you have any questions on any of these items.

Respectfully submitted,
CKS ENGINEERS, INC.
Township Engineers



Joseph J. Nolan, P.E.

JJN/mdm

cc: Tommy Ryan, Township Manager
File



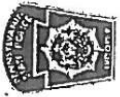
PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Search Criteria:

which_cad='p' and occ_date between '01/01/2017' and '01/31/2017'
and case_type<>'TS' and municipality='46226' and jurisdiction='PA'

Number of Records Returned: 142

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Jan-01-2017	02:05:26	474			MVC - HIT AND RUN, NO INJURIES	YES	2017-474	TRACS CRASH REPORT
Jan-02-2017	10:18:22	5982			ROAD HAZARD - ANIMAL - DEBRIS	YES	2017-5982	CLOSED CAD CALL
Jan-02-2017	19:02:47	7269			ALARM - BURGLA/ALARM FALSE FAU	YES	2017-7269	CLOSED CAD CALL
Jan-02-2017	22:11:11	7576			MVC - NON-REPORTABLE	YES	2017-7576	TRACS CRASH REPORT
Jan-03-2017	05:01:22	7932			MVC - REPORTABLE, NO INJURIES	YES	2017-7932	TRACS CRASH REPORT
Jan-03-2017	08:56:47	8334			ALARM - BURGLA/ALARM FALSE FAU	YES	2017-8334	CLOSED CAD CALL
Jan-03-2017	09:39:17	8519			VEHICLE FRAUD INSPECTION/INVESTIGATION	YES	2017-8519	PAPER REPORT
Jan-03-2017	15:56:59	9595			WELFARE CHECK	YES	2017-9595	CLOSED CAD CALL
Jan-04-2017	06:28:21	10800			ROAD HAZARD - ANIMAL - DEBRIS	YES	2017-10800	CLOSED CAD CALL
Jan-04-2017	17:40:20	13131			ROAD HAZARD - ANIMAL - DEBRIS	YES	2017-13131	CLOSED CAD CALL
Jan-05-2017	11:13:57	14818			BURGLARY - IN /ALARM FALSE FAU	YES	2017-14818	CLOSED CAD CALL
Jan-05-2017	11:40:21	14878			DISABLED MOTORIST	YES	2017-14878	CLOSED CAD CALL
Jan-05-2017	22:25:45	16275			MVC - NON-REPORTABLE	YES	2017-16275	TRACS CRASH REPORT
Jan-05-2017	22:48:52	16305			DISABLED MOTORIST	YES	2017-16305	CLOSED CAD CALL
Jan-05-2017	23:22:12	16334			MVC - UNKNOWN /MVC - HIT AND R	YES	2017-16334	TRACS CRASH REPORT
Jan-06-2017	07:15:23	16814			MVC - NON-REPORTABLE	YES	2017-16814	TRACS CRASH REPORT
Jan-06-2017	07:43:23	16865			ALARM - BURGLA/ALARM FALSE NO	YES	2017-16865	CLOSED CAD CALL
Jan-06-2017	08:58:56	17102			MVC - NON-REPORTABLE	YES	2017-17102	TRACS CRASH REPORT
Jan-06-2017	15:48:19	18358			THEFT	YES	2017-18358	PAPER REPORT
Jan-07-2017	08:06:45	20082			ROAD HAZARD - ANIMAL - DEBRIS	YES	2017-20082	CLOSED CAD CALL
Jan-07-2017	08:59:00	20207			ALARM - BURGLA/ALARM FALSE FAU	YES	2017-20207	CLOSED CAD CALL
Jan-08-2017	06:47:20	22687			DISABLED MOTORIST	YES	2017-22687	CLOSED CAD CALL
Jan-08-2017	10:22:58	23068			DISTURBANCE/NOISE COMPLAINT	YES	2017-23068	GENERAL OFFENSE
Jan-08-2017	12:54:55	23421			TRESPASSING /DISTURBANCE/NOI	YES	2017-23421	GENERAL OFFENSE



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Jan-09-2017	07:41:27	25016	MVC - UNKNOWN /MVC - DUI - NON			YES	2017-25016	TRACS CRASH REPORT
Jan-09-2017	08:18:00	25133	ALARM - PANIC /ALARM FALSE FAU			YES	2017-25133	CLOSED CAD CALL
Jan-09-2017	12:34:43	26102	MVC - REPORTABLE, NO INJURIES			YES	2017-26102	TRACS CRASH REPORT
Jan-09-2017	16:08:43	26834	DOMESTIC SECURITY CHECK			YES	2017-26834	CLOSED CAD CALL
Jan-09-2017	17:59:15	27210	DISABLED MOTORIST			YES	2017-27210	CLOSED CAD CALL
Jan-10-2017	10:13:55	28963	DISABLED MOTORIST			YES	2017-28963	CLOSED CAD CALL
Jan-10-2017	10:23:12	28999	MVC - NON-REPORTABLE			YES	2017-28999	TRACS CRASH REPORT
Jan-10-2017	15:49:57	30031	ALARM - BURGLA/CANCELLED BY CO			YES	2017-30031	CANCELLED
Jan-10-2017	22:45:28	30883	DISABLED MOTORIST			YES	2017-30883	CLOSED CAD CALL
Jan-11-2017	03:58:10	31313	THEFT /SEE OFFICER			YES	2017-31313	GENERAL OFFENSE
Jan-11-2017	08:02:21	31823	MVC - REPORTAB/MVC - INJURIES			YES	2017-31823	TRACS CRASH REPORT
Jan-11-2017	12:06:23	32832	ALARM - BURGLA/ALARM FALSE FAU			YES	2017-32832	CLOSED CAD CALL
Jan-11-2017	13:41:54	33139	CRIMINAL MISCHIEF			YES	2017-33139	PAPER REPORT*
Jan-12-2017	06:31:01	34782	MVC - REPORTAB/MVC - NON-REPOR			YES	2017-34782	TRACS CRASH REPORT
Jan-12-2017	15:49:02	36426	ALARM - BURGLA/CANCELLED BY CO			YES	2017-36426	CANCELLED
Jan-13-2017	11:25:57	38879	MVC - UNKNOWN /MVC - REPORTABL			YES	2017-38879	TRACS CRASH REPORT
Jan-13-2017	19:30:59	40443	DISORDERLY CON/SEE OFFICER			YES	2017-40443	GENERAL OFFENSE
Jan-13-2017	20:43:29	40579	ALARM - BURGLA/ALARM FALSE FAU			YES	2017-40579	PAPER REPORT*
Jan-14-2017	10:17:11	41773	MVC - INJURIES			YES	2017-41773	TRACS CRASH REPORT
Jan-14-2017	13:06:40	42247	ALARM - BURGLA/ALARM FALSE FAU			YES	2017-42247	CLOSED CAD CALL
Jan-14-2017	17:35:15	42967	MVC - DELAYED REPORTING			YES	2017-42967	CLOSED CAD CALL
Jan-14-2017	22:48:39	43520	MVC - NON-REPORTABLE			YES	2017-43520	TRACS CRASH REPORT
Jan-15-2017	03:42:33	44047	MVC - REPORTABLE, NO INJURIES			YES	2017-44047	TRACS CRASH REPORT
Jan-15-2017	10:27:13	44486	CRIMINAL MISCHIEF			YES	2017-44486	PAPER REPORT*
Jan-15-2017	10:57:24	44566	POLICE INFORMATION			YES	2017-44566	ADVISE
Jan-15-2017	11:50:44	44735	THEFT			YES	2017-44735	PAPER REPORT*



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type Original/Final	Location	Founded Report #	Cleared By
Jan-15-2017	19:14:40	45900	MVC - NON-REPO/MVC - INJURIES		2017-45900	TRACS CRASH REPORT
Jan-15-2017	21:13:33	46111	REQUEST ASSIST - LOCAL PD		2017-46111	CLOSED CAD CALL
Jan-16-2017	09:42:04	47157	MVC - NON-REPORTABLE		2017-47157	TRACS CRASH REPORT
Jan-16-2017	19:12:36	49245	REQUEST ASSIST - LOCAL PD		2017-49245	CLOSED CAD CALL
Jan-17-2017	00:33:27	49856	DISTURBANCE/NOISE COMPLAINT		2017-49856	CLOSED CAD CALL
Jan-17-2017	01:14:11	49925	REQUEST ASSIST - LOCAL PD		2017-49925	CLOSED CAD CALL
Jan-17-2017	06:22:20	50141	ROAD HAZARD - ANIMAL - DEBRIS		2017-50141	CLOSED CAD CALL
Jan-17-2017	07:34:46	50275	REQUEST ASSIST/DEATH - NATURAL		2017-50275	CLOSED CAD CALL
Jan-17-2017	12:15:13	51378	THEFT		2017-50275	PAPER REPORT
Jan-17-2017	15:27:08	51985	MVC - REPORTAB/MVC - INJURIES		2017-51378	PAPER REPORT
Jan-18-2017	03:26:37	53288	MVC - REPORTABLE, NO INJURIES		2017-51985	TRACS CRASH REPORT
Jan-18-2017	16:30:12	55573	ALARM - BURGLA/ALARM FALSE		2017-53288	TRACS CRASH REPORT
Jan-18-2017	17:56:31	55880	ROAD HAZARD - ANIMAL - DEBRIS		2017-55573	CLOSED CAD CALL
Jan-18-2017	18:02:22	55894	MVC - NON-REPO/CANCELLED BY CO		2017-55880	CLOSED CAD CALL
Jan-18-2017	18:20:24	55941	ALARM - BURGLA/ALARM FALSE		2017-55894	CLOSED CAD CALL
Jan-18-2017	20:20:16	56293	MVC - NON-REPORTABLE		2017-55941	CLOSED CAD CALL
Jan-18-2017	20:25:28	56310	SEE OFFICER GO		2017-56293	TRACS CRASH REPORT
Jan-19-2017	08:48:36	57428	MVC - NON-REPO/MVC - REPORTABL		2017-56310	GENERAL OFFENSE
Jan-19-2017	09:15:44	57524	MVC - NON-REPORTABLE		2017-57428	TRACS CRASH REPORT
Jan-19-2017	16:02:39	58873	SEE OFFICER GO		2017-57524	TRACS CRASH REPORT
Jan-20-2017	02:02:56	60372	ALARM - BURGLA/ALARM FALSE		2017-58873	GENERAL OFFENSE
Jan-20-2017	10:25:34	61235	911 HANG UP CALL		2017-60372	CLOSED CAD CALL
Jan-20-2017	12:34:34	61632	ALARM - BURGLA/CANCELLED BY CO		2017-61235	CLOSED CAD CALL
Jan-20-2017	18:37:20	62679	MVC - NON-REPO/MVC - DUI - NON		2017-61632	CANCELLED
Jan-20-2017	19:12:55	62772	DOMESTIC - INA/ASSAULT - SIMPL		2017-62679	TRACS CRASH REPORT
Jan-20-2017	19:12:55	62772			2017-62772	PAPER REPORT



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Jan-20-2017	20:33:09	62980	MVC - NON-REPO/MVC - REPORTABL			YES	2017-62980	TRACS CRASH REPORT
Jan-21-2017	06:17:48	63972	ALARM - BURGLA/ALARM FALSE FAU			YES	2017-63972	CLOSED CAD CALL
Jan-21-2017	08:04:44	64119	ALARM - BURGLA/CANCELLED BY CO			YES	2017-64119	CANCELLED
Jan-21-2017	09:49:02	64363	ALARM - BURGLA/ALARM FALSE FAU			YES	2017-64363	CLOSED CAD CALL
Jan-21-2017	12:18:29	64883	THEFT - FRAUD/IDENTITY THEFT			YES	2017-64883	PAPER REPOR
Jan-21-2017	18:13:46	66076	CRIMINAL MISCHIEF			YES	2017-66076	PAPER REPOR
Jan-21-2017	22:29:51	66722	DISABLED MOTORIST			YES	2017-66722	CLOSED CAD CALL
Jan-22-2017	04:43:06	67343	ALARM - BURGLA/BURGLARY OR ATT			YES	2017-67343	PAPER REPOR
Jan-22-2017	12:49:06	68251	HARASSMENT - C/SEE OFFICER			YES	2017-68251	GENERAL OFFENSE
Jan-22-2017	14:39:09	68544	911 HANG UP CA/BURGLARY OR ATT			YES	2017-68544	PAPER REPOR
Jan-22-2017	18:03:48	69159	MVC - NON-REPO/MVC - DUI - ALC			YES	2017-69159	PAPER REPOR
Jan-22-2017	20:11:46	69388	ALARM - BURGLA/ALARM FALSE NO			YES	2017-69388	CLOSED CAD CALL
Jan-23-2017	00:07:24	69756	MVC - UNKNOWN /CANCELLED BY CO			YES	2017-69756	CANCELLED
Jan-23-2017	07:19:18	70217	ROAD HAZARD - /REFER TO OTHER			YES	2017-70217	REFER
Jan-23-2017	07:31:50	70263	REFER TO OTHER AGENCY - PD			YES	2017-70263	REFER
Jan-23-2017	07:44:04	70297	ROAD HAZARD - ANIMAL - DEBRIS			YES	2017-70297	CLOSED CAD CALL
Jan-23-2017	07:58:16	70349	ROAD HAZARD - /CANCELLED BY CO			YES	2017-70349	CANCELLED
Jan-23-2017	07:58:22	70350	ROAD HAZARD - ANIMAL - DEBRIS			YES	2017-70350	CLOSED CAD CALL
Jan-23-2017	09:44:01	70766	MVC - NON-REPO/CANCELLED BY CO			YES	2017-70766	CANCELLED
Jan-23-2017	10:14:29	70906	MVC - NON-REPORTABLE			YES	2017-70906	TRACS CRASH REPORT
Jan-23-2017	14:08:15	71809	ROAD HAZARD - ANIMAL - DEBRIS			YES	2017-71809	CLOSED CAD CALL
Jan-23-2017	17:43:21	72535	DISABLED MOTORIST			YES	2017-72535	CLOSED CAD CALL
Jan-23-2017	18:52:52	72737	ALARM - BURGLA/ALARM FALSE FAU			YES	2017-72737	ADVISE
Jan-24-2017	03:24:34	73414	DOMESTIC - IN /HARASSMENT - CO			YES	2017-73414	PAPER REPOR
Jan-24-2017	11:27:45	74592	ALARM - BURGLA/ALARM FALSE FAU			YES	2017-74592	CLOSED CAD CALL
Jan-24-2017	17:45:09	75909	TRAF VIOL ERRATRAF VIOL OTHER			YES	2017-75909	CLOSED CAD CALL



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type-Original/Final	Location	Founded	Report #	Cleared By
Jan-24-2017	17:56:19	75948	ALARM - BURGLA/CANCELLED BY CO		YES	2017-75948	CANCELLED
Jan-24-2017	20:11:23	76279	ALARM - BURGLA/CANCELLED BY CO		YES	2017-76279	CLOSED CAD CALL
Jan-25-2017	08:06:33	77411	POLICE INFORMATION		YES	2017-77411	CLOSED CAD CALL
Jan-25-2017	11:42:52	78801	REFER TO OTHER AGENCY - PD		YES	2017-78801	REFER
Jan-25-2017	14:42:53	79747	ATTEMPT LOCATE/SEE OFFICER		YES	2017-79747	GENERAL OFFENSE
Jan-25-2017	15:21:50	79884	MVC - NON-REPORTABLE		YES	2017-79884	TRACS CRASH REPORT
Jan-25-2017	23:05:43	81858	SEE OFFICER		YES	2017-81858	CLOSED CAD CALL
Jan-26-2017	06:19:12	82285	WARRANT/SUBPOEN MVC - REPORTAB/MVC - INJURIES		YES	2017-82285	TRACS CRASH REPORT
Jan-26-2017	07:31:32	82416	MVC - NON-REPO/CANCELLED BY CO		YES	2017-82416	CANCELLED
Jan-26-2017	11:00:01	83162	ATTEMPT LOCATE PERSON - VEHICL		YES	2017-83162	GENERAL OFFENSE
Jan-26-2017	15:11:14	83962	WELFARE CHECK		YES	2017-83962	CLOSED CAD CALL
Jan-26-2017	18:52:56	84554	TRESPASSING /SEE OFFICER		YES	2017-84554	GENERAL OFFENSE
Jan-26-2017	23:31:45	85077	ALARM - BURGLA/ALARM FALSE FAU		YES	2017-85077	CLOSED CAD CALL
Jan-26-2017	23:48:40	85102	VEHICLE REPOSSESSION		YES	2017-85102	CLOSED CAD CALL
Jan-27-2017	03:30:23	85447	ALARM - BURGLA/ALARM FALSE FAU		YES	2017-85447	CLOSED CAD CALL
Jan-27-2017	11:12:13	86447	THEFT		YES	2017-86447	PAPER REPORT
Jan-27-2017	19:09:43	88005	ROAD HAZARD - ANIMAL - DEBRIS		YES	2017-88005	CLOSED CAD CALL
Jan-28-2017	03:37:03	89158	SEE OFFICER		YES	2017-89158	CLOSED CAD CALL
Jan-28-2017	09:38:19	89630	/DISTURBANCE/NOI INTERSTATE HIGHWAY - CLEAR LIN		YES	2017-89630	CLOSED CAD CALL
Jan-28-2017	09:58:49	89714	POLICE INFORMATION		YES	2017-89714	CLOSED CAD CALL
Jan-28-2017	11:51:34	90113	ALARM - BURGLA/ALARM FALSE FAU		YES	2017-90113	CLOSED CAD CALL
Jan-28-2017	14:45:36	90588	ANIMAL LOST - FOUND		YES	2017-90588	CLOSED CAD CALL
Jan-28-2017	15:51:01	90749	ROAD HAZARD - ANIMAL - DEBRIS		YES	2017-90749	CLOSED CAD CALL
Jan-28-2017	17:53:49	91173	MVC - NON-REPO/ROAD HAZARD - A		YES	2017-91173	CLOSED CAD CALL
Jan-28-2017	20:11:29	91532	DISABLED MOTORIST		YES	2017-91532	CLOSED CAD CALL



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Jan-29-2017	00:59:15	92288		WELFARE CHECK /CANCELLED BY CO		YES	2017-92288	CLOSED CAD CALL
Jan-29-2017	06:30:31	92752		DISABLED MOTOR/MVC - DUI - ALC		YES	2017-92752	TRACS CRASH REPORT
Jan-29-2017	10:08:21	93199		DISABLED MOTORIST		YES	2017-93199	CLOSED CAD CALL
Jan-29-2017	15:31:32	94035		ALARM - PANIC /ALARM FALSE FAU		YES	2017-94035	CLOSED CAD CALL
Jan-29-2017	17:10:48	94334		ALARM - BURGLA/ALARM FALSE FAU		YES	2017-94334	CLOSED CAD CALL
Jan-30-2017	09:23:44	96125		ALARM - BURGLA/ALARM FALSE FAU		YES	2017-96125	CLOSED CAD CALL
Jan-30-2017	11:50:33	96786		ALARM - BURGLA/ALARM FALSE FAU		YES	2017-96786	CLOSED CAD CALL
Jan-30-2017	14:55:25	97529		THEFT		YES	2017-97529	PAPER REPORT
Jan-30-2017	16:04:33	97760		ALARM - BURGLA/CANCELLED BY CO		YES	2017-97760	CLOSED CAD CALL
Jan-30-2017	17:32:23	98110		MVC - REPORTA/MVC - INJURIES		YES	2017-98110	TRACS CRASH REPORT
Jan-31-2017	12:00:23	100577		ALARM - BURGLA/ALARM FALSE FAU		YES	2017-100577	CLOSED CAD CALL
Jan-31-2017	15:19:56	101226		FOUND ITEM		YES	2017-101226	GENERAL OFFENSE
Jan-31-2017	16:08:34	101380		ALARM - BURGLA/ALARM FALSE FAU		YES	2017-101380	CLOSED CAD CALL
Jan-31-2017	19:28:45	101971		DISTURBANCE/NOISE COMPLAINT		YES	2017-101971	GENERAL OFFENSE
Jan-31-2017	00:40:46	99094		ALARM - PANIC /CANCELLED BY CO		YES	2017-99094	CLOSED CAD CALL
Jan-31-2017	02:06:35	99201		ALARM - BURGLA/ALARM FALSE FAU		YES	2017-99201	CLOSED CAD CALL

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS WORK SESSION
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, JANUARY 18, 2017 – 6:00 PM**

CALL TO ORDER by Chair Caughlan at 6:00 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]

INFORMATIONAL ITEMS

- Chair Caughlan announced that the Board of Supervisors had met in Executive Session on January 6 to discuss a personnel matter, in specific the Township Manager performance evaluation. No decision on this matter will be made at this evening's Business Meeting.

PUBLIC COMMENT

- Bob Andorn, Worcester, commented on the public's ability to ask questions during the presentation to be made at this evening's Work Session.

PRESENTATIONS

municipal collection services – Jason Leininger, Portnoff Law Associates, made a presentation regarding municipal debt collection services. Mr. Leininger provided an overview of the municipal debt collection process as permitted by State Law. Mr. Leininger noted all collection costs are paid by the delinquent customer. Mr. Leininger commented on the collection process for properties in bankruptcy.

Supervisor Bustard commented on the firm's other municipalities and school districts clients, and Mr. Leininger noted several municipalities and school districts in the region.

Supervisor Quigley commented on collection parameters. Mr. Leininger noted the municipality establishes its collection parameters.

Mr. Andorn commented on other collection firms. Tommy Ryan, Township Manager, commented on his review of another firm, and his experience with Portnoff, working to collect outstanding debt in another municipality. Mr. Ryan commented on this firm's customer service standards.

John Diesel, Worcester, commented on the inclusion of the type of debts in the ordinance.

OTHER BUSINESS

- There was no other business discussed at this evening's Work Session.

ADJOURNMENT

There being no further business brought before the Board, Chair Caughlan adjourned the Work Session at 6:13 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

DRAFT

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, JANUARY 18, 2017 – 7:30 PM**

CALL TO ORDER by Chair Caughlan at 7:33 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]

INFORMATIONAL ITEMS

- Tommy Ryan, Township Manager, announced that the Board of Supervisors had met in Executive Session prior to this evening's Business Meeting to discuss the following issues: a matter of real estate, in specific the consideration of an offer received to purchase property; a matter of real estate, in specific the potential purchase of a property; a personnel matter, in specific the employment status of a Township employee; a matter of litigation, in specific Mollick v. the Worcester Township Board of Supervisors and individual Board members, Montgomery County Court of Common Pleas Docket #15-13760; and, a personnel matter, in specific the Township Manager performance evaluation. A decision on the personnel matter, in specific the employment status of a Township employee, will be considered at this evening's Business Meeting.

PUBLIC COMMENT

- Bill Goulding, Worcester, wished a Happy New Year to all. Mr. Goulding commented on the ownership of the pumping station at the Stony Creek Farms community, the status of as-built plans for this sanitary sewer system, and emergency generators for the pumping stations at the Stony Creek Farms community.
- Dan Dreher, Worcester, commented on the permitted public comment period at public meetings.

OFFICIAL ACTION ITEMS

- a) Consent Agenda – Chair Caughlan asked if any Member wished to remove an item from the consent agenda. There were no requests to remove an item from the consent agenda.

Supervisor Bustard made a motion to approve a consent agenda that includes (a) the Treasurer's Report and other Monthly Reports for December 2016, (b) bill payment for

November in the amount of \$288,383.25; (c) the December 21, 2016 Work Session minutes; (d) the December 16, 2016 Business Meeting minutes; and, (e) the January 3, 2017 Reorganization Meeting minutes. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- b) bid award – Mr. Ryan noted used Public Works vehicles had been let to electronic public auction, in accordance with applicable State Law.

Supervisor Bustard made a motion to approve the sale of a 1999 GMC 3500 to Emanuel Bromall, in the amount of \$7,962.00. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- c) bid award – Supervisor Bustard made a motion to approve the sale of a 2003 Ford F550 to Jim Burkey, in the amount of \$13,600.00. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- d) Resolution 2017-04 – Mr. Ryan noted the proposed resolution would grant an easement to the Pennsylvania Turnpike Commission to allow an approximate 17-foot segment of aerial wire above Township property. Mr. Ryan noted the electric wire will power a traffic camera to be installed along the Pennsylvania Turnpike.

Supervisor Bustard made a motion approve Resolution 2017-04, to approve the grant of an easement to the Pennsylvania Turnpike Commission to allow an approximate 17-foot segment of aerial wire above Township property. The motion was seconded by Supervisor Quigley.

By unanimous vote the Board adopted the motion to approve.

- e) settlement agreement – Bob Brant, Township Solicitor, provided an overview of a proposed property assessment settlement agreement as to *Addesso v. Montgomery County Board of Assessment Appeals, et al.*, Montgomery County Court of Common Pleas Docket #16-25949. Mr. Brant noted the agreement established a new assessment at this property effective on the date of the agreement, with no payment due to the Plaintiff.

Supervisor Bustard made a motion approve a settlement agreement as to *Addesso v. Montgomery County Board of Assessment Appeals, et al.*, Montgomery County Court of Common Pleas Docket #16-25949. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

OTHER BUSINESS

- Mr. Ryan noted the Board of Supervisors need ratify the termination of employment of a full-time employee.

Supervisor Bustard made a motion to ratify the termination of employment of a full-time employee. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

ADJOURNMENT

There being no further business brought before the Board, Chair Caughlan adjourned the Business Meeting at 7:47 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager



CKS Engineers, Inc.
88 South Main Street
Doylestown, PA 18901
215-340-0600 • FAX 215-340-1655

Joseph J. Nolan, P.E.
Thomas F. Zarko, P.E.
James F. Weiss
Patrick P. DiGangi, P.E.
Ruth Cunnane
Michele A. Fountain, P.E.

December 20, 2016
Ref: # 7506

Township of Worcester
1721 Valley Forge Road
PO Box 767
Worcester, PA 19490-0767

Attention: Tommy Ryan, Township Manager

Reference: Coughlin Subdivision - 1361 Kriebel Mill Road
Revised Subdivision Plan Review

Dear Mr. Ryan:

I am in receipt of revised subdivision plans for the Coughlin Property at 1361 Kriebel Mill Road. This subdivision plan has been prepared for John and Amy Coughlin of Worcester, Pennsylvania by Schlosser and Clauss Consulting Engineers, Inc., of Hatfield Pennsylvania. The plan set consists of seven (7) sheets, and is dated October 7, 2016, last revised December 12, 2016. The plan proposes the subdivision of 30.28 acres into three (3) lots. Lot number 1 will consist of 25.8 acres and will contain the existing house on the property. Lots 2 and 3 will be new building lots, consisting of 2.1 and 1.9 acres respectively. CKS Engineers, Inc., initially reviewed these plans and submitted review comments by letters dated November 15, 2016 and November 23, 2016. I have reviewed the latest set of revised plans to determine conformance with the requirements of Worcester Township. Based on my review, I offer the following comments:

1. Three (3) waiver requests are listed on sheet no. 1 as follows:
 - a. Section 130-28.G.5 - Regarding the requirement for a perimeter softening buffer. This is actually a partial waiver, since there is a proposed buffer shown on the south side of the property adjacent to the house on the adjoining property. This waiver is requested since it is suggested that the property does contain additional adequate existing vegetation sufficient to meet the requirements of this section of the code.
 - b. Section 130-16.C.6 - Regarding the requirement for the road widening along Kriebel Mill Road and the installation of curbing and sidewalk. Based on the nature of the area of Kriebel Mill Road and the fact that no curbing or sidewalk currently exists in this area of the Township, we are not opposed to the granting of this waiver.
 - c. Section 130-28.G.9 - In conjunction with the individual lot landscaping requirements. Again, it is suggested that the existing areas of the proposed lots (lots 2 and 3) do have existing vegetation to account for the requirements of the ordinance in conjunction with the individual lot landscaping.

December 20, 2016
Ref: # 7506
Page 2

2. According to the Townships Roadway Sufficiency Analysis, the proposed development is located in the Transportation Service Area - South, which has a corresponding impact fee of \$3,125 per "new" weekday afternoon peak hour trip, and the applicant will be required to pay a "Transportation Impact Fee" in accordance with the Township's Transportation Impact Fee Ordinance. Based on Land Use Code 210 (Single-Family Detached Housing), in the Institute of Transportation Engineers publication "Trip Generation", 9th Edition, the proposed two single family homes will generate approximately two total "new" weekday afternoon peak hour trips. The associated impact fee of \$3,125.00 per new weekday afternoon peak trip should be applied resulting in a Transportation Impact Fee of \$6,250.00. The applicant should be aware of the requirement to pay this fee.

Based on the above, these plans are ready for consideration for preliminary/final approval by Worcester Township. It is my understanding that the Applicant will appear before the Planning Commission at the January meeting, and subsequently anticipate appearing before the Board of Supervisors at the February 2017 meeting. Please contact this office if you have any questions or need any additional assistance on these plans.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers



Joseph J. Nolan, P.E.

JJN/paf

cc: Robert L. Brant, Esq. Township Solicitor
John and Amy Coughlin, Applicants
Kurt Clauss, P.E., Schlosser and Clauss Consulting Engineers, Inc.,
File

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS
VALERIE A. ARKOOSH, MD, MPH, CHAIR,
JOSH SHAFIRO, VICE CHAIR
JOSEPH C. GALE



MONTGOMERY COUNTY
PLANNING COMMISSION
MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX 610-278-3941 • TDD 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

November 30, 2016

Mr. Tommy Ryan, Manager
Worcester Township
1721 Valley Forge Road—Box 767
Worcester, Pennsylvania 19490

Re: MCPC #16-0068-002
Plan Name: Coughlin Tract
(3 lots on 29.8 acres)
Situate: Kriebel Mill Road (west)/South of Wood Bridge Lane
Worcester Township

Dear Mr. Ryan:

We have reviewed the above-referenced subdivision and land development plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as requested on November 14, 2016. This letter is submitted as a report of our review and recommendations.

BACKGROUND

The applicant, John Coughlin, is proposing to subdivide an existing tract of approximately 29.83 acres fronting Kriebel Mill Road northeast of Stump Hall Road into three lots. The proposed lots would be approximately 25.8, 2.1, and 1.9 acres. The subject tract is located in the AGR-Agricultural District. Two new single-family detached dwellings are proposed on the smaller lots, and an existing single-family detached dwelling exists on the larger proposed lot. We previously reviewed a sketch plan for this property in March of 2016. This submittal is substantially similar to the sketch plan so some of our comments are reiterated here, along with additional comments specific to this set of plans.

COMPREHENSIVE PLAN CONSISTENCY

- A. Worcester Township Comprehensive Plan - The proposal is generally consistent with the Worcester Comprehensive Plan. The plan designates this area as "countryside" which should be "dominated by farms,

horse pastures, woods, riparian corridors, and country roads." The subdivision of this property into three lots does not conflict with that vision.

- B. Montco 2040: A Shared Vision - The proposal is generally consistent with the Montgomery County Comprehensive Plan, *Montco 2040: A Shared Vision*. This part of Worcester Township is located in the Rural Resource Area. This area should consist of "open land with a traditional rural appearance that includes farms, small woodlands, some low density residential homes, and rural villages." One of the primary uses for this area is "low-density residential development that is clustered or has a rural character."

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal. We provide the following comments for your review.

REVIEW COMMENTS

ZONING

- A. Conservation Subdivision - We note that the proposal does not have to meet the requirements of the Conservation Subdivision ordinance because it involves subdivision of a tract of eight acres or larger into three lots or less. If the applicant decides to further subdivide the larger lot in the future then the Conservation Subdivision standards will apply.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

- A. Waivers - We have no issue with either of the waiver requests. We feel that the buffering of the property is sufficient and we are not concerned with the sidewalk waiver since Kriebel Mill Road is rural and will most likely remain rural in character for the foreseeable future.

TRAILS

- A. Comprehensive Plan - The Worcester Township Comprehensive Plan shows a future trail connecting Kriebel Mill Road to Green Hill Road through what appears to be a PECO easement just south of this property. The Township may want to consider whether trail easements would be appropriate across this property to facilitate future connections.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal provided our review comments are taken into consideration.

Please note that the review comments and recommendations in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Rudd". The signature is fluid and cursive.

Brandon Rudd, Senior Planner
610-278-3748 - brudd@montcopa.org

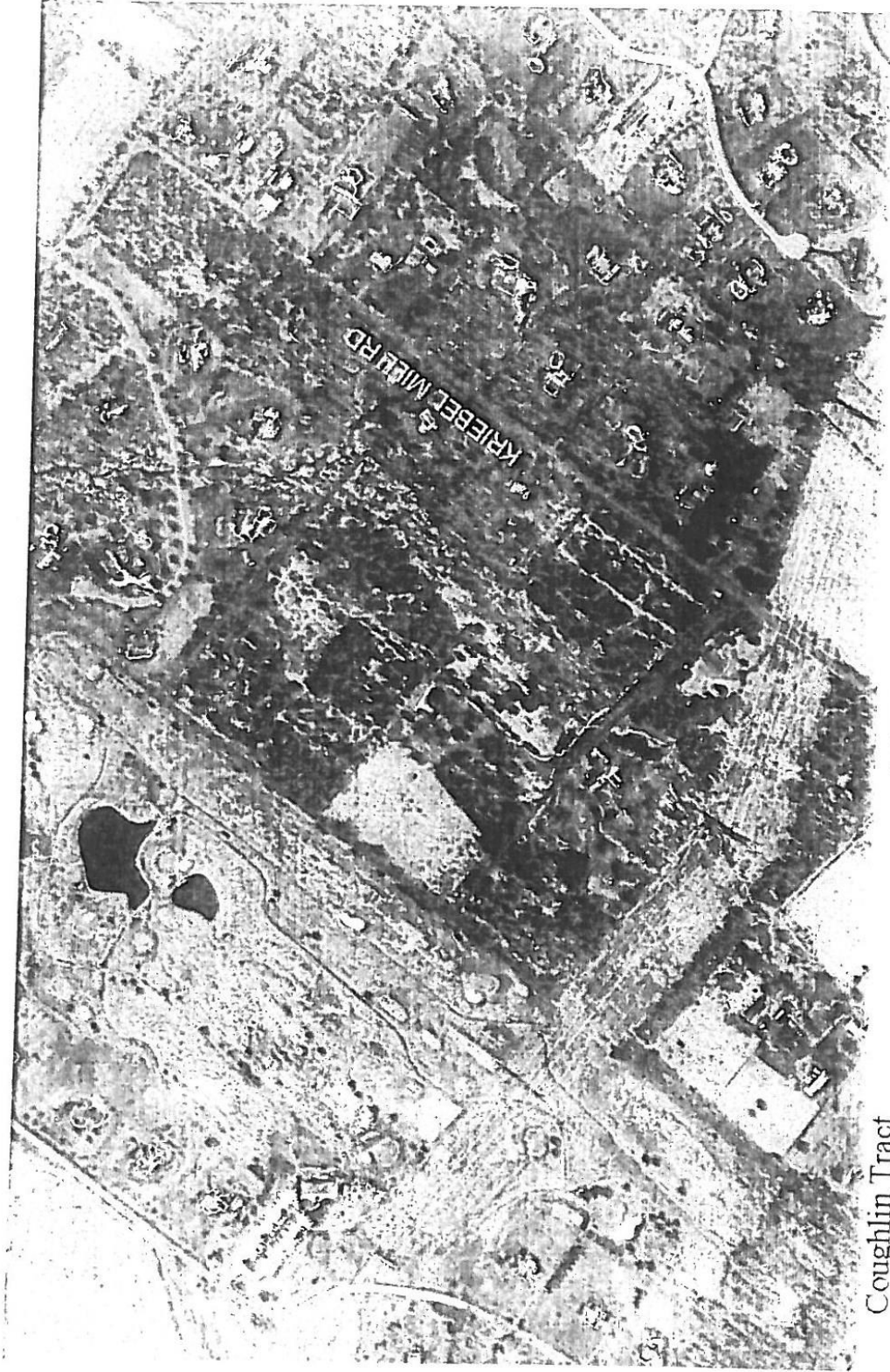
c: John Coughlin, Applicant
Kirk Clauss, PE, Applicant's Representative
Gordon Todd, Chairman, Township Planning Commission

Attachment: Aerial Map

Mr. Tommy Ryan

- Appendix 1 -

November 30, 2016



Coughlin Tract
MCPC #160068001

Montgomery
County
Planning
Commission
Montgomery County, Colorado - Planning Commission
PO Box 311 • Northglenn, PA 15041-0311
(717) 610-2728 • (717) 610-2727 • (717) 610-2727
www.montcoplan.com
Year 2016 aerial imagery provided by the
DeLone & Volpe, Inc. • Planning Commission

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 in favor of Lots 2 and 3 in form satisfactory to the Township Solicitor.

- G. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the Applicants, or their successor or assigns at the Property, Applicants 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 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 Plans.
- 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 Plans, notes on the Plans and the terms and conditions of this Resolution.
- L. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, and the

Agreement shall be borne entirely by the Applicants, and shall be at no cost to the Township.

- M. Applicants shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
- N. Applicants understand that they will not be granted Township building or grading permits until the Record Plan, financial security, 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 15th 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: _____

John Coughlin

Date: _____

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 15TH 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 15TH DAY OF FEBRUARY, 2017.

FOR WORCESTER TOWNSHIP

By: _____
Susan G. Caughlan, Chair
Board of Supervisors

Attest: _____
Tommy Ryan, Secretary

PROPOSAL FOR THE ADDITION OF AN AGRICULTURAL SECURITY AREA

This form is to be completed by the landowners who propose to form an agricultural security area under the Agricultural Area Security Law (Act 43 of 1981). Three copies of this form, including the required map (see below) shall be submitted certified mail return receipt requested, to the township in which the proposed agricultural security area is located. If the proposed area is located in more than one township (municipality), the proposal shall be submitted to all governing bodies affected. The tax parcel number may be obtained from the property tax notice or the county mapping office. If a number cannot be found, the deed reference number/account numbers of the property may be substituted. A map showing the boundary of the proposed agricultural area and boundaries of the properties owned by the undersigned landowners within the proposed agricultural security area should be attached to each copy of this form. A county tax map, US Geological Survey topographic map, or other map as specified by the local government. Properties owned by each petitioner shall be identified on each map. In cases of joint ownership, all owners must sign the proposal.

LOCAL GOVERNMENT ACTION REQUIRED
 DATE RECEIVED 1/16/2017
 HEALTH OFFICER 4/19/2017
 ACTION DATE
 APPROVED WITH MODIFICATION
 APPROVED THEN APPROVED
 REJECTED

1. Location of the proposed area: Worcester Township Montgomery 2. Total acreage in area 78.19
 (Township, Borough or City) (County)

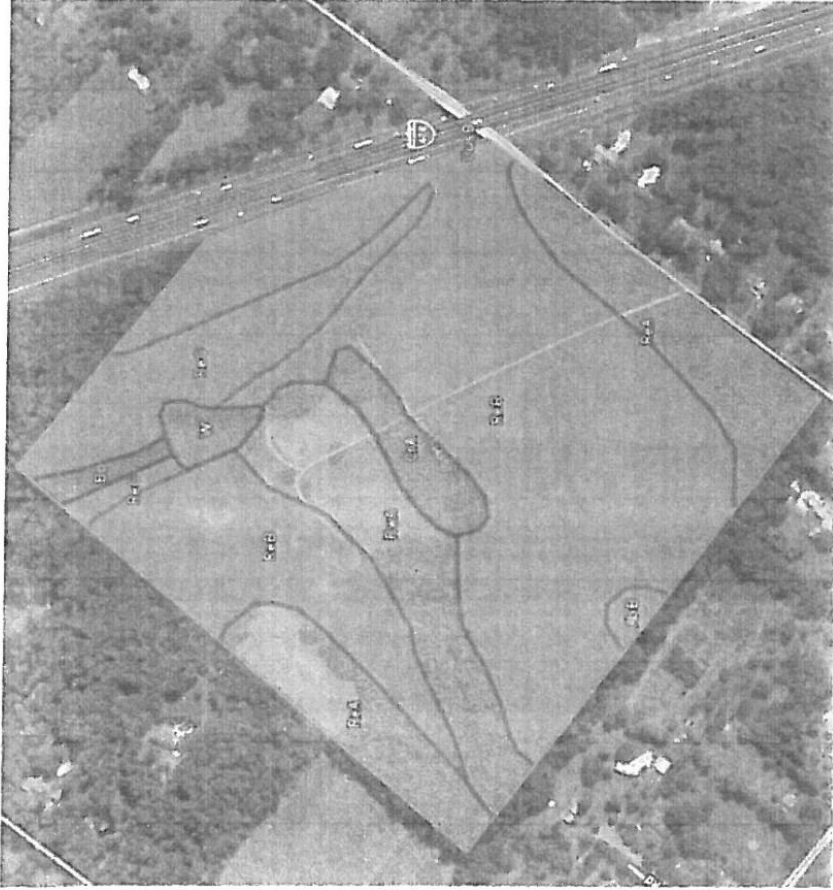
3. Names and addresses of landowners proposing the area. Use additional paper with just columns if needed. Signers to this proposal give their consent to include the described land in the agricultural security area once it is approved.

Landowner's Name (PRINTED) and
 Signature (BELOW LINE)
 Bethel Road Associates LP
 _____ / Lisa Evans
 Address (PRINT)
 2045 Bethel Rd
 P.O. Box 786, Skippack PA 19474
 1907 Berks Rd, Eagleville PA 19403

County Tax Parcel ID
 Number File # &
 Account Number Acreage
 6700-00442-004 70.85
 6700-00283-137 7.34

SOILS MAP

2045 Bethel Road



Prime farmland — 18 acres

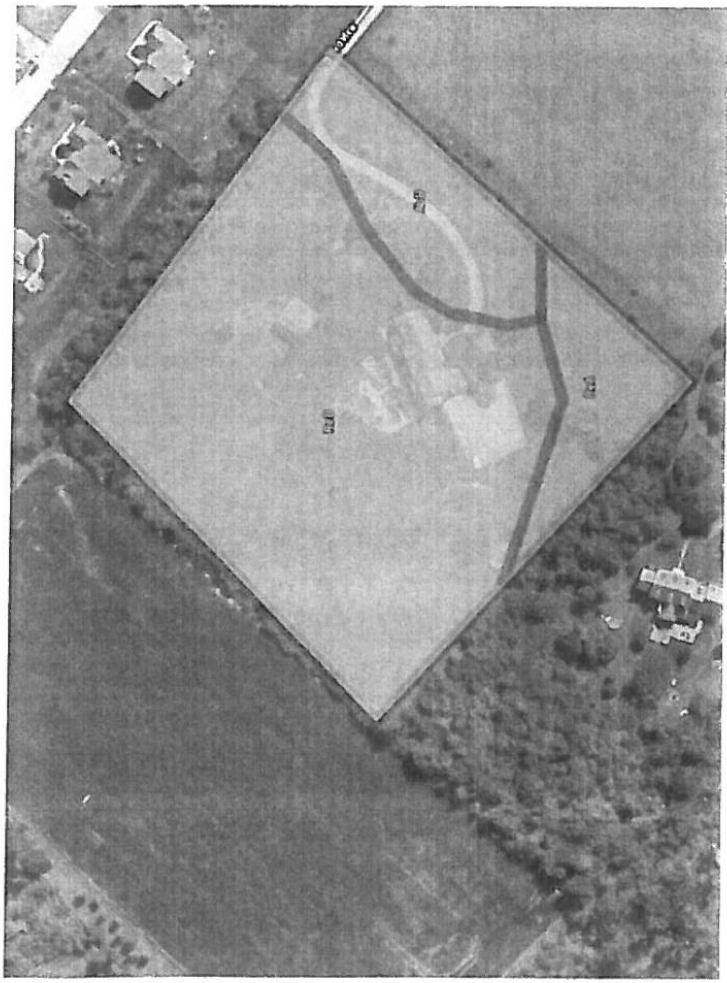
Farmland of statewide importance — 47 acres

Not prime farmland — 4.1 acres

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AbB	Abbotstown silt loam, 3 to 8 percent slopes	Farmland of statewide importance	0.5	0.7%
B0	Bowmansville-Knauers silt loams	Not prime farmland	0.7	1.0%
CrA	Croton silt loam, occasionally ponded, 0 to 3 percent slopes	Not prime farmland	2.3	3.4%
ReA	Readington silt loam, 0 to 3 percent slopes	All areas are prime farmland	10.3	14.9%
ReB	Readington silt loam, 3 to 8 percent slopes	Farmland of statewide importance	40.0	57.8%
ReC	Readington silt loam, 8 to 15 percent slopes	Farmland of statewide importance	6.5	9.4%
RWA	Rowland silt loam, 0 to 3 percent slopes	All areas are prime farmland	7.7	11.2%
W	Water	Not prime farmland	1.1	1.5%
Totals for Area of Interest			69.1	100.0%

SOILS MAP
1907 BERKS ROAD

Prime farmland — 0.8 acre
 Farmland of statewide importance — 6.5 acres



Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Abb	Abbotstown silt loam, 3 to 8 percent slopes	Farmland of statewide importance	1.1	15.0%
ReA	Readington silt loam, 0 to 3 percent slopes	All areas are prime farmland	0.8	10.8%
ReB	Readington silt loam, 3 to 8 percent slopes	Farmland of statewide importance	5.4	74.2%
Totals for Area of Interest			7.3	100.0%

Livestock Report

1907 Berks Road

Year: 2014

Livestock	Average Number	Product Sold	Income
Horses	2	Lease	\$2000

Year: 2015

Livestock	Average Number	Product Sold	Income
Horses	2	Lease	\$2000

Year: 2016

Livestock	Average Number	Product Sold	Income
Horses	2	Lease	\$2000

DELAWARE VALLEY TRUSTS VALUE-ADDED MEMBER BENEFITS

No cost to members unless noted



DELAWARE VALLEY TRUSTS VALUE-ADDED MEMBER BENEFITS No cost to members unless noted			
Trust Connections eNewsletter – Concise, bi-monthly newsletter highlighting “action worthy” public entity risk management topics.	✓	✓	✓
Educational Seminars – “Live” seminars on a variety of risk management topics, employee development, and computer applications. Majority of seminars are provided at no cost; some require a nominal copay. Several safety topics provide Pa. DEP water/wastewater operator contact hours.	✓	✓	✓
Video Lending Library – Extensive lending library of safety and prevention-oriented educational resources.	✓	✓	✓
DVIT Online University – A variety of prevention-oriented, interactive courses accessible online 24/7 via the Internet.	✓	✓	
NFPA Fire and ICC International Building e-Codes – Shared access to Trust’s NFPA and ICC online e-code subscriptions.	✓	✓	
Annual Service Visit – Risk control program review and facility inspections conducted by RC department staff. Recommendations and follow-up services provided as appropriate.	✓	✓	
Sludge Digester Mechanical Integrity Special Grant – A dedicated grant program for engineering assessment of methane-producing WWTP processes.	✓	✓	
Risk Control Grants – Funding support to members in good standing to assist with coverage-related risk mitigation initiatives.	✓	✓	
On-call Risk Consulting – The Trust’s risk control department is available to assist members with safety, industrial hygiene, environmental, security and health issues.	✓	✓	✓
Risk Management Innovation Award – Competitive incentive program highlighting member risk management innovations.	✓	✓	✓
Risk Control WebPages – Accessed through www.DVIT.com and offering sample policies, toolbox talks, safety posters, etc.	✓	✓	✓
Disability Case Management – <u>Fee-based service</u> for non-occupational injuries and illnesses.	✓	✓	✓
Rehabilitation Nurse – The Trust’s in-house rehabilitation nurse provides early intervention expertise for complex workers’ compensation claims. Also available to consult on difficult medical conditions impacting member employees.	✓		✓
Employee and Manager Assistance Program – Confidential telephonic and live counseling provided by HMS on work/life issues such as poor performance, substance abuse, child/elder care, and brain health. HMS also provides discounted SAP services for member CDL drivers who test positive for drugs/alcohol.	✓		✓
Local Government Information Technology Services – Local and Offsite Data Backup protection of critical user files, databases and exchange email stores provided at no additional cost. <u>Fee-based services</u> : System Audits - analyze, track and eliminate vulnerabilities in IT infrastructure. Server Support - ranging from backup support personnel to full IT Administration of network infrastructure.		✓	
Pa. Motor Vehicle Record Checks – The Trust will process MVR checks to confirm the license of municipal drivers as well as assist members with the annual US DOT MVR check for CDL drivers.		✓	
Pa. Criminal Background Checks – The Trust will process Pa. criminal background checks required per the Pa. Child Protective Services Law and for job-related employment purposes		✓	
FBI/Cogent Mobile Fingerprint Scanning Services – Member assistance with FBI criminal background checks required under the Pa. Child Protective Services Law.		✓	

**DELAWARE VALLEY TRUSTS
VALUE-ADDED MEMBER BENEFITS**
No cost to members unless noted



Pre-Employment Assessment Testing – Comprehensive pre-employment assessment testing for middle/upper managerial candidates. <u>Fee-based service</u> performed by a Trust-vetted vendor.		✓	
Pre-litigation Review – The Claims Department can arrange for a legal review or second opinion from a Trust panel attorney prior to the member taking action on a matter posing a significant litigation risk.		✓	
Police Policy Legal Review – Access to attorney partners for proactive legal advice and police policy reviews.		✓	
Police Pre-Hire Psychological Evaluations – The Trust will fund police pre-hire psychological evaluations provided members use one of several panel psychologists.		✓	
Law Enforcement Policy Management Special Grant – A dedicated grant program to help off-set the costs of implementing the Pa. Chiefs of Police Association "Power DMS" software suite.		✓	
Boiler and Machinery Inspections – Statutory inspections required under PA Boiler and Unfired Pressure Vessel regulations.		✓	
Wellness Grant – Provides financial support to each public entity Health Trust member for in-house wellness initiatives that improve the health and well-being of employees and their families.			✓
CBA Health Care Provision "Checkup" – In-house legal review of health care provisions within your collective bargaining agreement(s).			✓
Health Advocacy Services – Assistance for employees and dependents facing complex or stressful healthcare issues through in-house Nurse Navigator.			✓
Disease Management – Confidential, voluntary support from an Aetna nurse in managing chronic health conditions.			✓
COBRA Administration – Assistance with complex COBRA regulations provided through the Trust's COBRA partner.			✓
Medicare Supplement Policy – The Trust can put you in touch with a licensed agent through which you can purchase a Medicare supplemental plan and get your questions answered.			✓
Member Wellness Initiative – Voluntary health promotion program offering cash incentives for actively managing one's health. Available to members and spouses.			✓
Fitness Reimbursement Program – Up to \$250 in a rolling year to members/spouses with proof of 100 visits to a gym/fitness center and/or participating in race event(s).			✓
Wellness Seminars – Onsite speakers covering topics such as healthy eating, physical fitness, diabetes management and smoking cessation. Also available are "Lunch and Learn" seminars on a variety of topics (healthy lunch included!).			✓
The At Work Program® from Weight Watchers® – On-site weight management education program offered during the lunch hour. Participant reimbursement after 10 week program. (Participant minimum required)			✓
Biometric Screenings – Confidential onsite medical screening designed to educate members on health risk factors and help them take the next steps to improved wellness. Participants receive a wellness profile, lab profile, blood chemistry, thyroid panel, EKG and confidential post-screen consultation. (Participant minimum required)			✓
Healthcare Bluebook – A dynamic web-based tool which allows covered employees and their dependents to compare cost and quality for a comprehensive range of medical services. Rewards can be earned for utilizing "fair price" providers.			✓

Delaware Valley Insurance Trusts

as of 1/11/17

Public Entity	County	Less Control Contact	DVIT	DVWCT	DVHT
Abington Township	Montgomery	PE	X	X	X
Ambler Borough	Montgomery	PE	X	X	X
Bath Borough	Lehigh				X
Beaver County Transit Authority	Beaver				X
Bedminster Township	Bucks	CB	X	X	X
Bensalem Township	Bucks	LP		X	X
Bethlehem Authority	Lehigh				X
Borough of Millvale	Allegheny				X
Brady Run Sanitary Authority	Beaver				X
Bridgeport Borough	Montgomery				X
Bristol Borough	Bucks	PE		X	
Bristol Township	Bucks				X
Cain Township	Chester	LP		X	X
Carbon Monroe Pike Mental Hlt and Dev S	Carbon/Monroe/Pike				X
CCAP Office	Dauphin				X
Centennial School District	Bucks				X
Central Bucks Regional Police	Bucks	LP	X	X	X
Chadds Ford Township	Chester				X
Chadds Ford Sewer Authority	Chester				X
Chalfont Borough	Bucks	LP	X	X	X
Cheltenham Township	Montgomery	PE	X	X	X
Chester County Solid Waste Authority	Chester	LP		X	X
City of Coatesville	Chester				X
City of Dubois	Clearfield				X
City of Newark	State of Delaware				X
Clarion County	Clarion				X
Clarion County Housing Authority	Clarion				X
Clinton County	Clinton				X
Columbia County	Columbia				X
Conshohocken Borough	Montgomery				X
Cranberry Township	Butler				X
Doylestown Borough	Bucks	LP	X	X	X
Doylestown Township	Bucks	CB		X	X
DUFAST (Trans Auth)	Clearfield				X
DVMMA	Montgomery				X
Dublin Borough	Bucks	CB	X	X	X
East Coventry Township	Chester	LP	X	X	X
East Goshen Township	Chester				X
East Norriton Township	Montgomery	PE	X	X	X
East Norriton Plymouth Whitpain JS Auth	Montgomery	LP	X	X	X
East Rockhill Township	Bucks	CB	X	X	X
East Vincent Township	Chester	LP		X	X
East Whiteland Township	Chester	LP	X	X	X
Elk County	Elk				X
Ephrata Borough	Lancaster	PE	X	X	
Falls Township	Bucks	LP			X
Falls Township Authority	Bucks	LP		X	
Forest County	Forest				X
Franconia Township	Montgomery	PE	X	X	X
Franklin County Housing Authority	Franklini				X
Hatboro Borough	Montgomery	PE	X	X	X
Hatfield Borough	Montgomery	LP	X	X	X
Hatfield Township	Montgomery	LP	X	X	X
Hatfield Municipal Authority	Montgomery	CB		X	
Heidelberg Township	Lehigh				X
Hellertown Borough	Northampton	CB		X	
Hellertown Borough Authority	Northampton	CB		X	
Hilltown Township	Bucks	LP	X	X	X
Horsham Township	Montgomery	PE	X	X	X
Horsham Water & Sewer Authority	Montgomery	PE	X	X	X
Interboro School District	Delaware				X
Jenkintown Borough	Montgomery				X
Lansdale Borough	Montgomery	PE		X	X
Lansdowne Borough	Delaware				X
Lehigh County Authority	Lehigh	LP		X	
Limerick Township	Montgomery	LP		X	X
Lower Bucks County Joint Municipal Autho	Bucks	PE		X	X
Lower Frederick Township	Montgomery	CB		X	X
Lower Gwynedd Township	Montgomery	PE	X	X	X
Lower Makefield Township	Bucks	PE	X	X	
Lower Merion Township	Montgomery	PE	X	X	
Lower Moreland Township	Montgomery	PE	X	X	X
Lower Pottsgrove Township	Montgomery	LP		X	X
Lower Providence Township	Montgomery	CB	X		X
Lower Salford Township	Montgomery	PE	X	X	X

Delaware Valley Insurance Trusts

as of 1/11/17

Public Entity	County	Loss Control Contact	DVIT	DVWCT	DVHT
Lower Salford Authority	Montgomery				X
Malvern Borough	Chester	LP		X	X
Marlborough Township	Chester				X
Middletown Township	Bucks	LP		X	
Montgomery County Norristown Public Libr	Montgomery				X
Montgomery Township	Montgomery	PE	X	X	X
Municipal Authority of Borough of Lewistown	Mifflin				X
Myerstown Water Authority	Lebanon				P
Nazareth Borough Municipal Authority	Northampton				X
Nether Providence Township	Delaware	LP	X	X	X
New Britain Borough	Bucks	CB		X	X
New Britain Township	Bucks	PE	X	X	X
New Hope Borough	Bucks	LP	X	X	X
Newtown Township	Bucks	LP	X	X	X
Nockamixon Township	Bucks				X
Norristown	Montgomery				X
Northampton Township	Bucks	PE	X	X	X
North Coventry Township	Berks	CB		X	X
North Penn Water Authority	Montgomery				X
PA Municipal Authorities Assn	Cumberland				X
Palmer Township	Northampton	PE	X	X	X
Pennridge Regional Police Department	Bucks				X
Perkasie Borough	Bucks	LP	X	X	X
Phoenixville Borough	Chester	PE		X	X
Plumstead Township	Bucks	LP	X	X	X
Potter County	Potter				X
Plymouth Township	Montgomery	PE	X	X	X
Quakertown Borough	Bucks	PE	X	X	X
Radnor Township	Delaware				X
Reading Housing Authority	Berks				X
Rockledge Borough	Montgomery				X
Sadsbury Township	Chester				X
School Districts Insurance Consortium	Montgomery				X
Sellersville Borough	Bucks				X
Solebury Township	Bucks	LP	X	X	X
Southern Alleghenies Ptg & Dev Co (SAP&DC)	Blair				X
Springfield Township	Montgomery	PE	X	X	X
Swarthmore Borough	Delaware	LP	X	X	X
Telford Borough and Authority	Montgomery/Bucks				X
Thornbury Township	Chester				X
Tinicum Township	Bucks	CB	X	X	X
Tioga County	Tioga				X
Towamencin Township	Montgomery	LP	X	X	X
Towamencin Municipal Authority	Montgomery				X
Tredyffrin Township	Chester	PE	X	X	X
Upper Dublin Township	Montgomery	PE	X	X	X
Upper Gwynedd Township	Montgomery				X
Upper Leacock Township	Lancaster				X
Upper Makefield Township	Bucks	LP	X	X	X
Upper Merion Township	Montgomery	LP		X	X
Upper Montgomery Joint Authority	Montgomery				X
Upper Moreland Township	Montgomery	PE	X	X	
Upper Providence Township	Montgomery				X
Upper Salford Township	Montgomery				X
Upper Southampton Township	Bucks	PE	X	X	X
Upper Southampton Municipal Authority	Bucks	LP		X	X
Upper Uwchlan Ambulance	Chester				X
Upper Uwchlan Township	Chester	LP	X	X	X
Warminster Township	Bucks	PE	X	X	X
Warminster Municipal Authority	Bucks				X
Warrington Township	Bucks	PE		X	X
Warwick Township	Bucks	LP	X	X	X
West Conshohocken Borough	Montgomery				X
West Goshen Township	Chester	LP		X	X
Westmoreland County Industrial Dev Corp	Westmoreland				P
West Pikeland Township	Chester				X
West Vincent Township	Chester				X
West Whileland Township	Chester	LP		X	X
Western Montgomery Career and Tech Ctr	Montgomery				X
Whitemarsh Authority	Montgomery				X
Whitemarsh Township	Montgomery	PE	X	X	X
Whitpain Township	Montgomery	PE	X	X	X
Wrightstown Township	Bucks				X
Worcester Township	Montgomery				X

2/1/2017

2/1/2017

As of 1/11/17

AGENDA
WORCESTER TOWNSHIP BOARD OF SUPERVISORS & PLANNING COMMISSION
JOINT MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE - WORCESTER, PA
WEDNESDAY, MARCH 15, 2017 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

INFORMATIONAL ITEMS

PUBLIC COMMENT

- A five-minute limit per person.

DISCUSSION

- a) Center Point Village Zoning Ordinance
 - The Board of Supervisors and the Planning Commission will discuss the proposed Center Point Village Zoning Ordinance.

OFFICIAL ACTION ITEMS

- a) meeting minutes
 - A motion to approve the February 15, 2017 Joint Meeting minutes.

OTHER BUSINESS

ADJOURNMENT

UPCOMING MEETINGS

Zoning Hearing Board	Tuesday, March 21	6:30 PM
Planning Commission	Thursday, March 23	7:30 PM
Board of Supervisors, Work Session	Wednesday, April 19	6:00 PM
Board of Supervisors, Business Meeting	Wednesday, April 19	7:30 PM

All other meetings will be held at the Worcester Township Community Hall, 1031 Valley Forge Road.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722

FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

DATE: February 2017

SUBJECT: Center Point Village Zoning District

TO: Worcester Township

FROM: Brandon Rudd, Senior Planner, Community Planning
John Cover, Section Chief, Community Planning

The following is a list of changes from the discussion at the January 2017 Township Planning Commission meeting:

1. Fixed some typos pointed out by Chris David, including numbering references.
2. Changed maximum impervious in CPV-2 and non-residential uses in CPV-1 from 85% to 60%
3. Took out the provision allowing a drive lane between the buildings and street in CPV-2. Parking lots must be located to the rear or side of the building.
4. Took out all conditional uses. All uses are now strictly by-right.
5. Added a provision to limit the number of pumps that a gas station can have to six.
6. Added a reference to the sign standards for commercial businesses.
7. Added a provision to clarify that a shopping center includes multiple (three or more) retail uses.
8. Added a clarification at the end of the CPV-2 District that the SALDO standards apply to that district as well.

Center Point Village Zoning District 1 (CPV-1)**§150-249.1 Intent.**

The primary purpose of the Center Point Village (CPV-1) District is to permit a mix of various housing types, commercial businesses, and institutional buildings in a walkable village with a sense of community and place as outlined in the goals and concepts illustrated in the document entitled, *A Vision for Center Point Village*—adopted by Worcester Township to guide the development in the area around the historic crossroads of Skippack Pike and Valley Forge Road, which serves as the geographic heart of both Worcester Township and Montgomery County. To those ends, the Center Point Village District 1 is intended to:

- A. Create a mixed use, village character.
- B. Allow a range of small scale commercial and institutional uses within easy walking distance of adjoining residential homes.
- C. Accommodate a variety of housing types.
- D. Ensure that commercial uses have a character that is compatible with the existing historic character of Worcester Township, as well as future residential uses within the district.
- E. Promote pedestrian orientation of streets and buildings to ensure a walkable village setting.
- F. Develop businesses, streets, parks, open spaces, and homes that promote social interaction as well as privacy.
- G. Give priority to pedestrian movement along sidewalks and trails and access to commercial areas, open spaces, and streets; and discourage design that gives priority to vehicular convenience only.
- H. Create a street circulation system with sidewalks and trails that provides safe and convenient access but discourages fast or heavy traffic that is incompatible with a residential neighborhood.
- I. Use scale, building orientation, and landscaping to establish community identity.
- J. Use open and recreational spaces as community focal points.
- K. Encourage the residential density necessary to support retail uses in Center Point Village so that residents of the village will have the option of walking or biking to nearby amenities.
- L. Preserve rural areas of the township by concentrating development in and around the existing Center Point Village.

- M. Provide an appropriate receiving zone for the transfer of development rights (TDR).
- N. Fulfill the purposes and objectives outlined in Article VII-A "Traditional Neighborhood Development" of the Pennsylvania Municipalities Planning Code (Act No. 247 of 1968, as reenacted and amended).

Section 150-249.2 Site Layout

The overall site plan for any new development within the CPV-1 District shall generally adhere to the final land use bubble plan on page 22 of the document entitled *A Vision for Center Point Village*, adopted on October 15, 2014 (included here as Appendix 1). An alternative site layout may be used in the event that the applicant and the Board of Supervisors agree that such a layout would be preferable in order to implement the overall vision of the aforementioned document.

Section 150-249.3 Permitted Uses.

The following uses are permitted in the CPV-1 District according to tract size:

- A. Tracts of less than 3 Acres at the time of the adoption of this ordinance.
 - (1) Anywhere in the district, the following residential uses, alone or in combination:
 - (a) Single-family detached dwellings.
 - (b) Village single dwellings.
 - (c) Twin homes
 - (d) Townhouses
 - (e) Carriage homes
 - (f) The conversion of existing structures, constructed prior to 1940, into multi-family buildings.
 - (2) Park and open space uses, including neighborhood open space, passive open space, and active recreation uses.
 - (3) Municipal uses, including township administration buildings, fire stations, and other similar uses.
 - (4) On lots with frontage along Skippack Pike or Valley Forge Road, the following non-residential uses, individually or combined within a building, provided that such uses do not extend more than 300' from the ultimate right-of-way of Skippack Pike or Valley Forge Road:

- (a) Retail commercial uses, personal service businesses, restaurants, and financial establishments, provided no drive-through facilities are provided for any of these uses.
 - (b) Bed and breakfast establishments.
 - (c) Small-scale offices in converted residential structures.
 - (d) Mixed use buildings with non-residential uses on the first floor and residential use on subsequent floors or a mixture of non-residential and residential uses on subsequent floors. These buildings shall comply with all standards for non-residential buildings.
- (5) Transferred development rights in accordance with Article XXIX – Transferable Development Rights of the Worcester Township Zoning Code.
- B. Tracts of 3 or more acres at the time of the adoption of this ordinance and parcels combined to create tracts of 3 or more acres shall choose one of the following options.
- (1) Mixed Residential Development, which shall include a mix of residential uses listed above in Section 150-249.3.A(1), provided the development meets the residential mixing requirements in Section 150-249.7.A.
 - (2) On tracts with frontage on Skippack Pike or Valley Forge Road, Mixed Use Development, which shall include a mix of uses listed above in Section 150-249.3.A, provided the development meets the mixed use requirements in Section 150-249.7.B.
 - (a) When utilizing the Mixed Use Development option, non-residential uses shall not extend more than 300 feet from the ultimate right-of-way of Valley Forge Road or Skippack Pike. All other lots shall have a residential use listed above in Section 150-249.3.A(1) or open space use listed above in Section 150-249.3.A(2).
 - (3) Transferred development rights in accordance with Article XXIX – Transferable Development Rights of the Worcester Township Zoning Code.

Section 150-249.4 Density.

A. Residential Density.

- (1) The base density for residential portions of all developments shall be one (1) dwelling unit per acre if no bonuses are utilized. Residential portions of developments shall have a maximum overall density of four (4) dwelling units per acre when utilizing all bonuses, as outlined in Section 150-249.6.

- (2) The residential portion of developments shall include the entire tract area minus the area of any non-residential lots and existing legal right-of-ways. The residential acreage may include residential lots, newly proposed streets, and open space areas. Mixed use buildings containing non-residential uses and apartment dwellings shall be considered residential for the purposes of calculating residential density.

Section 150-249.5 Transferable Development Rights.

The Center Point Village-1 District shall be established as a Transferable Development Rights (TDR) receiving zone, in accordance with the provisions of Article XXIX of the Worcester Township Zoning Code. Transferrable Development Rights may be used to increase the base density by up to 1.5 dwelling units per acre as outlined in Section 150-249.6, below.

Section 150-249.6 Bonuses.

Developments within the CPV-1 District shall qualify for an increase in density as follows. The applicant shall be required to provide additional information in order to demonstrate that the bonus feature standards will be met. Unless stated otherwise in the table below, each “bonus feature” category may be utilized to earn a density bonus only one time.

- A. Bonus features, as required in the table below, shall entitle the applicant to an incremental increase in density, up to four (4) dwelling units (DUs) per acre. If the applicant transfers at least two (2) TDRs into the CPV-1 District, the applicant shall also be exempt from the residential mix requirement in Section 150-249.7A and Section 150-249.7.B(2) below.

Bonus Feature	Bonus Dwelling Units (DUs) per Acre	Bonus Feature Standard
Open Space	0.25	0.25 DUs per acre may be earned for each additional 5% open space provided above and beyond the base requirement. Up to 0.5 DUs per acre may be earned using this bonus.
Preserved woodland areas or mature trees	0.25	The preservation of at least 50% of mature trees or woodland areas on site shall qualify. Compliance with this provision shall be determined by the Township Engineer.
Off-site pedestrian improvements	0.5	Off-site pedestrian improvements to Skippack Pike or Valley Forge Road that further the goals of <i>A Vision for Center Point Village</i> . To qualify the applicant shall construct new sidewalks or upgrade existing sidewalks to the township’s specifications by widening, adding street furniture, and/or adding decorative elements. The required sidewalk improvement and/or construction shall be equal

		in length to the greatest dimension of the development tract. The township shall decide if proposed improvements satisfy this bonus, and all improvements shall be in addition to the other requirements of this ordinance, and the Worcester Township Subdivision and Land Development Ordinance.
Existing historic buildings	0.5	Any applicant that proposes to retain and use any and all principal buildings on the property that were constructed before 1940 shall qualify, so long as the buildings are not altered in a manner that is incompatible with their historic character. Which structures constitute principal buildings, and compatibility with historic character shall be determined by the Board of Supervisors. Preservation of existing historic buildings shall not count toward the overall density of the development.
Trail improvements	0.25	Trail improvements that further the goals of <i>A Vision for Center Point Village</i> by providing linkages depicted within that plan. To qualify the applicant shall build a trail that is equal in length to the trail segment shown on the tract in the final land use bubble plan in <i>A Vision for Center Point Village</i> . If no segment is depicted across the tract, the applicant shall build a trail elsewhere in the village equal to or greater in length than the greatest dimension of the development tract.
Combining parcels	0.25	Combining existing parcels of less than 3 acres to create a new tract of land that is 3 acres or more in size in order to create a Mixed Residential Development or Mixed Use Development.
Transfer of Development Rights (TDR)	1.5	The applicant may utilize TDRs for an increase in density of up to 1.5 DUs per acre, in accordance with Article XXIX of the Worcester Township Zoning Code and Section 150-249.5, above.

Section 150-249.7 Mix Requirements.

A. Mixing Requirements for Mixed Residential Developments. All Mixed Residential Developments shall meet the following mixing requirements:

- (1) The development shall include at least two of the following housing types: single-family detached, village house, twin homes, townhouse, carriage home, or multi-family in a converted existing structure built prior to 1940. To qualify as one of the two required housing types, a housing type must comprise at least twenty percent (20%) of the total housing units in the development. No housing type may exceed sixty percent (60%) of the total housing units in the development.

- (2) At least thirty-five percent (35%) of the tract area shall consist of open space, in accordance with the requirements of Section 150-249.12. Applicants may earn a density bonus as outlined in 150-249.6 for providing additional open space.

B. Mixing Requirements for Mixed Use Developments. When the Mixed Use Development option is chosen, the mix of uses shall adhere to the following requirements:

- (1) All Mixed Use Developments shall meet the following mix requirements:

<u>Type of Use</u>	<u>Min. % of Land Area</u>	<u>Max. % of Land Area</u>
Open Space	35%	N/A
Residential	20%	60%
Non-Residential	5%	45%

- (2) The development shall include at least two of the following housing types: single-family detached, village house, twin homes, townhouse, carriage homes, or multi-family in a converted existing structure built prior to 1940. To qualify as one of the two required housing types, a housing type must comprise at least twenty percent (20%) of the total housing units in the development.

Section 150-249.8 Residential Dimensional Requirements.

Residential development shall meet the following dimensional criteria. In the case that a development is unlotted, compliance with equivalent lot standards shall be demonstrated.

	Single-Family Detached	Village Single	Twin Home	Townhouse	Carriage Home	Multi-Family**
Min. Net Lot Area	8,500 sq. ft. per du	5,000 sq. ft. per du	3,600 sq. ft. per du	2,400 sq. ft. per du	3,200 sq. ft. per du	8,500 sq. ft. per du
Max. Net Lot Area	10,000 sq. ft. per du	6,500 sq. ft. per du	5,000 sq. ft. per du	N/A	N/A	10,000 sq. ft. per du
Min. Lot Width	80 feet	60 feet	36 feet	24 feet	28 feet	80 feet
Required front façade location when not facing a principal arterial (When facing a principal arterial, add 10 feet to each requirement)	Not less than 15 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 10 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 15 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 5 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	Not less than 15 or more than 25 feet from the outer edge of the sidewalk or R.O.W.	N/A
Min. Side Yard	10 feet min, 25 aggregate	5 feet min, 15 aggregate	12 feet	12 feet per end unit	14 feet per end unit	10 feet min, 25 aggregate
Min. Rear Yard	25 feet	25 feet	25 feet	25 feet	25 feet	25 feet

Max Building Coverage on a lot	25%	30%	35%	50%	60%	25%
Max. Impervious Coverage on a lot*	40%	50%	60%	70%	80%	40%
Max Building Height	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet
Max. Dwelling Units per Building	N/A	N/A	N/A	6	4	4

*The Maximum Impervious Coverage at the time of development shall be 5% less than the total listed in the table above. The additional allowable impervious coverage, up to the amount listed in the table above, shall be reserved for the use of the home owner.

**Multi-family refers to units in a converted existing structure, constructed prior to 1940. Existing non-conformities are exempt from these dimensional requirements, so long as non-conformities are reduced to the best extent possible.

Section 150-249.9 Non-Residential Dimensional Requirements.

	Non-Residential Buildings
Min. Net Lot Area	10,000 sq. ft.
Min. Lot Width	70 feet
Required front façade location when not facing a principal arterial (When facing a principal arterial, add 10 feet to each requirement)	Not less than 0 or more than 20 feet from the outer edge of the sidewalk. An additional 15 feet may be added if improved open space in accordance with §150-249.12.B(1)(a) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement
Min. Side Yard	15 feet
Min. Rear Yard	30 feet
Max Building Coverage on a lot	40%
Max. Impervious Coverage on a lot	60%
Max Building Height	35 feet
Max. Dwelling Units per Building (Mixed Use Buildings)	4
Min. Distance Between Buildings on Same Lot	20 feet
Max. Building Length	100 feet for facades facing a street

Section 150-249.10. General Requirements.

- A. All developments must provide open space in compliance with Section 150-249.12, herein.
- B. Utilities. All developments shall be served by public sewer and public water.

- C. Ownership. Any land area proposed for development shall be in one ownership or shall be subject to a joint application filed by every owner of the land area proposed for development, under single direction, using one overall plan and complying with all requirements of the CPV-1 District.
- D. Ownership and Maintenance of Common Open Space and Facilities. Ownership and maintenance of common open space and other common facilities shall be provided in accordance with the regulations in Section 150-249.110.12 of the Worcester Township Code. All open space shall be permanently deed restricted from future subdivision and development.

Section 150-249.11. Design Standards.

All development in the CPV-1 District shall comply with the Worcester Township Subdivision and Land Development Ordinance (SALDO), except in the case that the requirements herein conflict with those requirements, whereby the standards in this ordinance shall apply. All development shall meet the following design standards:

A. General Layout of Mixed Use Developments and Mixed Residential Developments

- (1) Mixed Use Development shall be laid out so that all non-residential uses, including mixed-use buildings, shall have frontage along Skippack Pike or Valley Forge Road.
- (2) Non-residential buildings shall be placed to make walking to open space and residential areas easily accessible to pedestrians by providing an interconnected system of sidewalks and trails.
- (3) Streets
 - (a) Streets shall be interconnected with each other and with streets on abutting properties in an interconnected modified grid pattern.
 - (b) Cul-de-sacs shall be not be permitted in the CPV-1 District unless no other options are practical. The use of cul-de-sacs must be recommended by the Worcester Township Planning Commission.
 - [1] When allowed, cul-de-sacs shall not serve more than eight dwelling units and shall not exceed three hundred twenty (320) feet in length.
 - (c) Street trees shall be required along all streets in accordance with Section 130-28.G(4) of the Worcester Township Subdivision and Land Development Ordinance (SALDO) with the exception of the following requirement, which shall supersede the requirements of the SALDO:
 - [1] Street trees shall be placed in a grass buffer strip between the curb and sidewalk that is a minimum of eight (8) feet wide.

- (d) Between any two intersections on a residential street, the setbacks of all buildings shall be the same along the entire segment of street and on both sides of the street. This is in addition to the front façade location requirements of Section 150-249.8.

(4) Alleys

- (a) Alleys should be one way when feasible. One-way alleys shall be fourteen (14) feet wide, and two-way alleys shall be eighteen (18) feet wide. Traffic calming devices such as speed humps shall be incorporated into the alleys when feasible.

B. Building Design Standards

(1) Non-Residential and Mixed-Use Buildings shall meet the following requirements:

- (a) Building Footprint and Total Commercial Area. The maximum building footprint of non-residential and mixed-use buildings shall not exceed five thousand (5,000) square feet and the total square footage devoted to commercial use in a building shall not exceed 5,000 square feet.

(2) Residential Building Design Standards

- (a) All dwelling units must have at least one primary entrance in the front facade. For twin homes, this requirement may be met if at least one of the units has its primary entrance in the front facade.
- (b) Townhouse buildings may contain no more than six (6) attached dwelling units.
- (c) Carriage homes buildings may contain no more than four (4) attached dwelling units.
- (d) Village single dwellings must meet all of the following criteria:
 - [1] A sidewalk through the front yard, leading from the street sidewalk or curblin to the front door or front porch of the Village House.
 - [2] If the village single dwelling has a front-facing garage then the garage must be located at least ten (10) feet behind the building's front façade and the garage door shall include architectural features that are similar to the ones used on the main house. The garage door shall also have windows.

[3] All village single dwellings shall contain at least two of the following features. Whichever two options are chosen shall apply to all village houses within a development to create a sense of architectural unity:

- [a] An unenclosed porch, extending across at least one-third of the front of the house, excluding the garage, being at least six (6) feet in depth.
- [b] A front yard enclosed by a picket fence at least thirty (30) inches but no more than thirty-six (36) inches in height.
- [c] A rear-facing garage that is accessed by a rear alley, with no access taken from the primary street in front of the village single dwelling.

C. Parking Standards

- (1) Residential garages, parking lots, and/or driveways should not be the dominant aspect of the building design, if visible from the street, parking lots shall be buffered and garage doors shall have decorative elements such as windows, decorative hardware and shall not be white.
- (2) Non-Residential Parking Design Standards. Off-street parking for non-residential buildings shall comply with the following requirements.
 - (a) Off-street parking shall be visually screened from existing and proposed streets by hedges, walls, buffer plantings, or similar site elements. Such screens shall be between two (2) feet and four (4) feet high.
 - (b) Parking areas on abutting non-residential lots shall be interconnected by access driveways when deemed feasible by the Board of Supervisors.
 - (c) Each non-residential lot shall provide easements for its parking areas and access driveways guaranteeing access and use to all other non-residential lots within the tract.
 - (d) Non-residential parking lots shall be set back at least ten (10) feet from residential lots.
- (3) Single-Family Detached Parking Design Standards. Garages for single-family detached units shall meet one of the following design options:
 - (a) The garage is side entry, so garage doors are perpendicular or radial to the street which the front facade faces.
 - (b) The garage is located behind the rear facade of the house. This garage may be detached from or attached to the house, and the garage doors may face any direction.

Center Point Village Zoning District 2 (CPV-2)**§150-250.1 Intent.**

The primary purpose of the Center Point Village 2 (CPV-2) District is to create a commercial core within a walkable village as outlined in the goals and concepts illustrated in the document entitled, *A Vision for Center Point Village*—adopted by Worcester Township to guide the development in the area around the historic crossroads of Skippack Pike and Valley Forge Road, which serves as the geographic heart of both Worcester Township and Montgomery County. The CPV-2 District is designed to serve as the heart of the village and to compliment the standards set forth in the nearby CPV-1 District. To those ends, the Center Point Village District 2 is intended to:

- A. Allow a range of small scale commercial and institutional uses within easy walking distance of adjoining residential homes.
- B. Ensure that commercial uses have a character that is compatible with the existing historic character of Worcester Township, as well as future residences within the development.
- C. Promote pedestrian orientation of streets and buildings to ensure a walkable village setting.
- D. Give priority to pedestrian movement along sidewalks and trails and access to commercial areas, open spaces, and streets; and discourage design that gives priority to vehicular convenience only.
- E. Create a street circulation system with sidewalks and trails that provides safe and convenient access.
- F. Use scale, building orientation, and landscaping to establish community identity.
- G. Use open and recreational spaces as community focal points.
- H. Preserve rural areas of the township by concentrating development in and around the existing Center Point Village.
- I. Provide retail uses in Center Point Village so that residents of the village will have the option of walking or biking to nearby amenities.

Section 150-250.2 Site Layout

The overall site plan for any new development within the CPV-2 District shall adhere to the final land use bubble plan on page 22 of the document entitled *A Vision for Center Point Village*, adopted on October 15, 2014 (included here as Appendix 1). An alternative site layout may be used in the event that the applicant and the Board of Supervisors agree that such a layout would be preferable in order to implement the overall vision of the aforementioned document.

Section 150-250.3 Permitted Uses.

The following uses are permitted in the CPV-2 District:

- A. Class One Uses. On any lot, the following uses are permitted:
- (1) Retail commercial uses, personal service businesses, restaurants, and financial establishments, excluding drive-through facilities.
 - (2) Convenience stores, without fuel pumps.
 - (3) Park and open space uses, including central open space, passive open space, and active recreation uses.
 - (4) Municipal uses, including township administration buildings, fire stations, and other similar uses.
 - (5) Bed and breakfast establishments.
 - (6) Small-scale business or professional offices in converted residential structures.
 - (7) Offices of doctor, dentist, and other healthcare providers.
 - (8) Studio for dance, art, music, photography, or exercise.
 - (9) Day care center
- B. Class Two Uses. On lots with a minimum area of forty thousand (40,000) square feet and a minimum width at the building line of one hundred (100) feet, in addition to Class One Uses, the following uses are permitted:
- (1) Uses with drive-through facilities, including restaurants, drug stores, banks and financial institutions, provided:
 - (a) The use provides sufficient on-site stacking lanes to accommodate a minimum of six (6) automobiles leading to the first drive-through window, bank teller window, remote teller window, or drive through automatic teller machine on the site, and two (2) automobiles for each additional drive-through facility on the site.
 - (b) These stacking lanes shall not interfere with parking spaces or the external circulation of the site.

- (c) Drive through windows shall face the rear or side yard of the site. Drive through windows shall not face a public street.
- (2) Gas stations, mini-marts, convenience stores with fuel pumps and other use with fuel pumps, provided that:
- (a) All activities except those to be performed at the fuel or air pumps are performed within a completely enclosed building. Outdoor storage is not permitted.
 - (b) Minimum setback of pump islands is fifty (50) feet from street ultimate rights-of-way, eighty (80) feet from residential property lines, and thirty (30) feet from all other property lines.
 - (c) Minimum setback of parking (any portion) from fuel pumps is thirty (30) feet.
 - (d) The fuel pump area does not interfere with parking spaces or internal circulation. In developments with multiple uses, the fuel pump area shall be separated from the parking and internal circulation of other uses.
 - (e) There shall be a maximum of six (6) fuel pumps.
 - (f) Body repairs and/ or painting shall not be permitted.
 - (g) Canopies meet the following requirements:
 - [1] Canopies shall be set back at least fifteen (15) feet from property lines and ultimate rights-of-way lines and fifty (50) feet from abutting residentially zoned properties.
 - [2] Canopies shall have a maximum height of sixteen (16) feet measured to the underside of the canopy. For slanted canopies, this sixteen (16) foot maximum can be measured at the portion of the canopy closest to the street.
 - [3] Individual canopies shall have a maximum area of 3,600 square feet; multiple canopies shall be separated by a minimum distance of 15 feet. Total aggregate area of all canopies shall be a maximum of 7,000 square feet.
 - [4] Lighting for canopies shall be recessed so that the bottom of the lighting fixture is flush with the underside of the canopy, using a full cutoff flat lens luminaire.
 - [5] Canopies shall be designed to be architecturally compatible with structures in the surrounding area with regard to color and building materials. Colors shall be compatible with buildings in the neighborhood, and pitched roofs shall be used unless deemed impossible by the Board of Supervisors.

C. Class Three Uses. On lots with a minimum area of one hundred fifty thousand (150,000) square feet and a minimum width at the building line of five hundred (500) feet, in addition to Class One Uses and Class Two Uses, the following uses are permitted:

- (1) Shopping center, in accordance with additional standards in Section 150-250.4, Section 150-250.6, and all other regulations of this district. A shopping center shall include three or more separate retail uses and shall not include drive-through facilities.

Section 150-250.4 Dimensional Requirements.

	Class One Uses	Class Two Uses	Class Three Uses
Min. Net Lot Area	10,000 sq. ft.	40,000 sq. ft.	150,000
Min. Lot Width	70 feet	100 feet	500 feet
Required front façade location when not facing a principal arterial (When facing a principal arterial, add 10 feet to each requirement)	Not less than 0 or more than 20 feet from the outer edge of the sidewalk. An additional 50 feet may be added if improved open space in accordance with §150-250.7.A(3) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement	Not less than 10 or more than 30 feet from the outer edge of the sidewalk. An additional 100 feet may be added if improved open space in accordance with §150-250.7.A(3) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement	Not less than 20 or more than 60 feet from the outer edge of the sidewalk. An additional 100 feet may be added if improved open space in accordance with §150-250.7.A(3) is placed between the outer edge of the sidewalk and the front façade of the building. Additional buildings may be placed on a lot without meeting this requirement when the additional building is smaller than and behind a building meeting this requirement
Min. Side Yard	15 feet	15 feet	40 feet
Min. Rear Yard	30 feet	30 feet	40 feet
Min. Building Setback from abutting residential properties	40 feet	50 feet	65 feet
Max Building Coverage on a lot	40%	30%	25%
Max. Impervious Coverage on a lot	60%	60%	60%
Max Building Height	35 feet	35 feet	35 feet
Min. Distance Between Buildings on Same Lot	20 feet	20 feet	50 feet
Max. Building Length	100 feet for facades facing a street	100 feet for facades facing a street	250 feet for facades facing a street
Max. Building Footprint	5,000 square feet	15,000 square feet	20,000 square feet

Section 150-250.5. General Requirements.

- A. Utilities. All developments shall be served by public sewer and public water.
- B. Ownership. Any land area proposed for development shall be in one ownership or shall be subject to a joint application filed by every owner of the land area proposed for development, under single direction, using one overall plan and complying with all requirements of the CPV-2 District.
- C. Ownership and Maintenance of Common Open Space and Facilities. Ownership and maintenance of common open space and other common facilities shall be provided in accordance with the regulations in Section 150-110.12 of the Worcester Township Code. All open space shall be permanently deed restricted from future subdivision and development.

Section 150-250.6 Additional Standards for Class Two Uses and Class Three Uses.

Commercial uses that are permitted as a Class Two Use or a Class Three Use shall meet the following standards:

- A. Buildings, driveways, parking areas, loading areas, outdoor activity areas, light sources, trash areas, and other potential nuisances shall be located and designed to minimize adverse impacts on abutting residential properties. In order to limit the adverse impact of a proposed general commercial use, the Board of Supervisors may require alternative site layouts, including increased setbacks from residential property lines, different locations of buildings, parking areas, and driveways, the incorporation of loading and trash collection areas as part of the principal building design, and increased screening for light sources and outdoor activity areas.
- B. Driveway intersections with streets and traffic circulation patterns within lots shall be located and designed to minimize congestion and safety problems on adjacent streets and nearby intersections. The Board of Supervisors may require alternative driveway locations and site design in order to alleviate potential congestion or safety problems.
- C. Buildings, driveways, and parking areas shall be located and designed in such a manner to maximize pedestrian safety and accessibility. Developments shall provide safe pedestrian connections to existing roadways and adjacent residential developments. Sidewalks and multi-use trails shall be utilized to make such connections. All developments should adhere to the pedestrian connectivity goals of the township's adopted plan, *A Vision for Center Point Village*.

Section 150-250.7. Design Standards.

All development in the CPV-2 District shall comply with the Worcester Township Subdivision and Land Development Ordinance (SALDO), except in the case that the requirements herein conflict with those requirements, whereby the standards in this ordinance shall apply. All development shall meet the following design standards:

A. General Layout

- (1) Buildings shall be placed to make walking to open space and residential areas easily accessible to pedestrians by providing an interconnected system of sidewalks and trails.
- (2) Streets
 - (a) Streets shall be interconnected with each other and with streets on abutting properties in an interconnected modified grid pattern.
 - (b) Street trees shall be required along all streets in accordance with Section 130-28.G(4) of the Worcester Township Subdivision and Land Development Ordinance (SALDO) with the exception of the following requirement, which shall supersede the requirements of the SALDO:
 - [1] Street trees shall be placed in a grass buffer strip between the curb and sidewalk that is a minimum of eight (8) feet wide.
- (3) Public Open Space. The front façade location may be moved back by up to 50 feet for permitted uses, and 100 feet for conditional uses, if the space in front of the building is utilized for a public open space. The public open space area shall be landscaped, and include features such as benches, bike racks, gazebos, pavilions, ponds, fountains and/or paved patio areas. These improvements shall occupy at least 500 square feet and the total public open space shall be at least 5,000 square feet in size. The public open space may include areas for outdoor dining.

B. Parking Standards

- (1) Parking lots and/or driveways should not be the dominant aspect of the building design, as seen from the street. Parking lots shall be located to the side and/or rear of buildings, unless there is an additional and larger building on the lot between the proposed parking and the street.
- (2) Off-street parking shall be visually screened from existing and proposed streets by hedges, walls, buffer plantings, or similar site elements. Such screens shall be between two (2) feet and four (4) feet high.
- (3) Parking areas on abutting lots shall be interconnected by access driveways.
- (4) Each lot shall provide easements for its parking areas and access driveways guaranteeing access and use to all other lots within the tract.
- (5) Parking lots shall be set back at least ten (10) feet from any adjacent residential lots.

(6) Amount of Required Parking. All uses shall comply with the parking requirements required by Article XXII of the Worcester Township Zoning Code, except as adjusted below:

(a) For any use, the amount of parking that is provided shall not exceed 120% of the minimum parking that is required by Section 150-153 of Article XXII.

(b) Required parking may be located on an abutting lot, provided such spaces are located within 200 feet of the use.

C. Off-Street Loading Areas, Outdoor Storage, and Trash Disposal Areas.

(1) All loading areas and loading docks shall be located to the sides and rears of buildings. Loading docks shall not be visible from public streets. All loading areas and loading docks shall be set back at least twenty-five (25) feet from residential property lines.

(2) Outdoor storage or display of materials shall not be permitted overnight.

(3) Trash disposal areas shall be located within buildings or within an opaque screened area that completely hides the trash and is located to the side or rear of a building. All outdoor trash disposal areas shall be set back at least twenty-five (25) feet from residential property lines.

D. Landscaping. Street trees, buffers, parking lot landscaping, detention basin landscaping, and landscaping around non-residential buildings shall be provided, in accordance with the Worcester Township Subdivision and Land Development Ordinance.

E. Signs. All signs shall comply with the requirements of Article XXI of the Worcester Township zoning ordinance. Commercial uses shall meet the standards of both Section 150-147 General Sign Regulations and Section 150-150 Signs Permitted in C and SC Districts.

F. Additional Subdivision and Land Development Standards. All development within this district shall adhere to the additional standards in Article XI of the Worcester Township Subdivision and Land Development Ordinance, Design Standards for the Center Point Village 1 and Center Point Village 2 Districts.

REQUEST FOR PROPOSALS
Worcester Township, Montgomery County

Center Point Village Zoning Ordinance Assessment

Summary

Worcester Township is soliciting proposals from Professional Planning Consultants to prepare an assessment of the proposed Center Point Village Zoning Ordinance.

Proposals

All proposals must be received at the Township Building not later than 4:30pm on Monday, May 1, 2017. Proposals may be delivered to the Township Building at 1721 Valley Forge Road, Monday to Friday, from 7:00am to 4:30pm, or may be mailed to Township Building at:

Worcester Township
Attn: Tommy Ryan, Township Manager
1721 Valley Forge Road
Post Office Box 767
Worcester, PA 19490-0767

Consultants must submit six hard copies and one electronic copy of the proposal. With the proposal the Consultant shall provide (a) a sample contract for services, (b) proposed project schedule, (c) a not-to-exceed cost for the project, not including out-of-pocket expenses, which shall be reimbursed at actual cost; and (d) three municipal references for similar projects completed during the previous five years. The Consultant shall also identify the person(s) assigned to work on the project, submit a resume/CV for each individual, and designate one person who shall serve as the project liaison to the Township.

All questions regarding this RFP shall be submitted in writing (by mail or e-mail) to the above address, or to tryan@worcestertwp.com. All updates and amendments to this RFP will be posted on the Township website, worcestertwp.com. Notification of these postings will be e-mailed to those Consultants that request same and provide an e-mail address to tryan@worcestertwp.com.

Schedule of Events

The proposed schedule for the RFP process is as follows:

- April 3, 2017 – Request for Proposals issued
- May 1, 2017, 4:30pm – deadline to submit written questions
- May 12, 2017, 4:30pm – deadline to submit proposal
- *to be determined, if necessary* – review and select interviewees
- *to be determined, if necessary* – conduct interviews
- June 21, 2017 – contract awarded

Scope of Assessment

1. General. The Worcester Township Board of Supervisors is soliciting proposals from Professional Planning Consultants to prepare an assessment of the proposed Center Point Village Zoning Ordinance.
2. Specifications. The Center Point Village Zoning Ordinance Assessment shall include the following four components:
 - a. Component 1 – The Consultant shall review and compare the Center Point Village Vision Plan (“Vision Plan”) to current Township Zoning Ordinance and Subdivision and Land Development Ordinances (“Code”), insofar as the Code relates to those properties located in Center Point Village. The Consultant shall provide a written summary that details the extent to which the Code does and does not satisfy the objectives set forth in the Vision Plan. This narrative shall also include a list of recommended amendments to the Code that will serve to best align the Code and the Vision Plan. Component 1 shall be no more than 10 pages in length.
 - b. Component 2 – The Consultant shall review and compare the Vision Plan to the draft zoning ordinance for Center Point Village (“Ordinance”). The Consultant shall provide a written summary that details the extent to which the Ordinance does and does not satisfy the objectives set forth in the Vision Plan. This narrative shall also include a list of recommended revisions to the Ordinance that will serve to better align the Ordinance to the Vision Plan. Component 2 shall be no more than 10 pages in length.
 - c. Component 3 – The Consultant shall recommend which approach the Township should pursue so to better realize the objectives of the Vision Plan – in specific, should the Township amend the Code or should the Township revise the Ordinance? The Consultant shall provide rationale for the recommendation made. Component 3 shall be no more than 3 pages in length.
 - d. Component 4 – The Consultant shall provide a one-page response to each of the three issues, not including any graphics or photographs.
 1. There is interest in allowing a convenience store with gasoline pumps in the Village. To what extent can the Township limit or otherwise regulate this use, in specific the number of filling stations and the size of the canopy atop the filling stations, while (a) providing a realistic development opportunity that meets current marketplace requirements, and (b) protecting the “rural feel” of the Village? Submit graphics or photographs that depict various sized uses of this type.
 2. Recommend an appropriate minimum open space requirement and maximum permitted residential density in the Village. As noted above, the recommended provisions must provide a realistic development opportunity while protecting the “rural feel” of the Village.
 3. Recommend an appropriate scale for non-residential development in the Village. In specific identify an appropriate maximum building size, building height and massing. As noted above, the recommended provisions must provide a realistic development opportunity while protecting the “rural feel” of the Village.

Meetings & Deliverables

1. The Consultant shall attend two meetings with the Planning Commission (PC) and one meeting with the Board of Supervisors (BoS), as noted below:
 - PC meeting #1 – discuss project history, Consultant asks questions on areas of concern to PC;
 - PC meeting #2 – present Assessment; and,
 - BoS meeting #1 – present Assessment, revised to include Planning Commission comments.
2. The Consultant shall deliver:
 - ten copies plus one electronic copy of the Assessment to be presented at the PC meeting #2;
 - ten copies plus one electronic copy of the Assessment to be presented at the BoS meeting #1; and,
 - ten copies plus one electronic copy of the Assessment in its final form, which shall include any revisions made per comments received at the BoS meeting #1.

Other

1. Worcester Township reserves the right to waive any technicalities and/or deficiencies in the proposal submissions, and the Township may select the proposal which it deems, at its sole discretion, to be best suited for the intended purpose, and which best serves the interests of Worcester Township and its residents.
2. Consultants who chose to participate in this RFP process will receive no compensation from Worcester Township for their submissions.

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**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS & PLANNING COMMISSION JOINT MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, FEBRUARY 15, 2017 – 6:00 PM**

CALL TO ORDER by Chair Caughlan at 6:04 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]
GORDON TODD [X]
PATRICIA QUIGLEY [X]
CHRIS DAVID [X]
ANTHONY SHERR [X]
RICK DELELLO [X]

INFORMATIONAL ITEMS

- Tommy Ryan, Township Manager, announced the Board of Supervisors met in Executive Session following the January 18 Business Meeting to discuss a personnel matter, in specific to conduct a performance evaluation of the Township Manager. No decision on this matter will be made at this evening's Business Meeting. Mr. Ryan announced the Board of Supervisors met in Executive Session on February 6 to discuss a matter of litigation, in specific The Cutler Group v. Worcester Township, Montgomery County Court of Common Pleas docket #15-13769, now with the Commonwealth Court. No decision on this matter will be made at this evening's Business Meeting. Mr. Ryan announced that following this evening's Joint Meeting the Board of Supervisors will meet in Executive Session to discuss a personnel matter, in specific potential revisions to the terms of employment for certain Township employees, and a matter of potential litigation, regarding an application made to the Zoning Hearing Board.

PUBLIC COMMENT

- Karen Arena, Worcester, commented on stormwater issues at her property, expenses incurred to address stormwater issues at her property, and potential violations of the Township Code at a neighboring property.
- Jim Mollick, Worcester, commented on the Township's inspection and permitting process, the process to demolish a structure, and the genesis of the Township's grading ordinance.

- Vern Magolan, Worcester, commented on the stormwater issues at Ms. Arena's property.

OFFICIAL ACTION ITEMS

meeting minutes – Mr. Todd made a motion to approve the June 15, 2016 Joint Meeting Minutes. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

DISCUSSION

Center Point Village Zoning Ordinance – Mr. Todd commented on the desired Village atmosphere, and he noted Planning Commission attention had become too focused on ordinance details. Mr. Todd commented on the conversion of existing dwellings to other uses, and proposed residential density.

Chair Caughlan commented on the proposed ordinance as an overlay or as a base zoning district, and the extent to which current improvements are in compliance with the proposed ordinance. Mr. Todd commented on different zones in the proposed ordinance.

Ms. Quigley commented on ordinance objectives and the bubble plan, and requested Board direction regarding permitted residential density, scale of non-residential uses, and building and impervious coverages. Ms. Quigley noted the ordinance should provide allowances that are attractive to the current market.

Chair Caughlan commented on Vision Plan density, access to Valley Forge Road, and zoning at the Worcester Trade Center.

Ms. Quigley and Mr. Todd commented on the utilization of additional planning assistance.

Mr. Todd commented on proposed residential density and the density bonus calculation.

Mr. Sherr commented on the Vision Plan, and whether the Vision Plan is presently agreeable to the Township, or if the Vision Plan requires a revisit.

Chair Caughlan commented on bubble plan boundaries.

Mr. DeLello commented on ordinance development, and the utilization of additional planning assistance.

Supervisor Quigley commented on the development of the Palmer property, and reaching a consensus on acceptable uses at this location.

Supervisor Bustard commented on overall residential density, residential density at the Palmer property, walkability, and access to Valley Forge Road. Supervisor Bustard commented on the development of the Palmer property, and reaching a consensus on acceptable residential density at this location.

Chair Caughlan commented on gas station uses in the Village and throughout the Township.

Ms. Quigley commented on the development of the ordinance on a Village-wide basis.

Scott Ryan, Worcester, commented on ordinance open space requirements and density allowances.

Wini Hayes, Worcester, commented on the bubble plan, planning consultant perspectives, utilization of transfer development rights, the design of commercial improvements in the Village, and convenience store and gas station uses in the Village.

OTHER BUSINESS

- There was no other business discussed at this evening's Joint Meeting.

ADJOURNMENT

There being no further business, Chair Caughlan adjourned the Joint Meeting at 7:20 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

AGENDA
WORCESTER TOWNSHIP BOARD OF SUPERVISORS
BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE - WORCESTER, PA
MARCH 15, 2017 - 7:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE

INFORMATIONAL ITEMS

PUBLIC COMMENT

- A five minute per person limit for any items not listed on this agenda for official action.

OFFICIAL ACTION ITEMS

a) consent agenda

- A motion to approve a consent agenda that includes the following items:
 - i. Treasurer's Report and other Monthly Reports for February 2017;
 - ii. bill payment for February 2017; and,
 - iii. February 15, 2017 Business Meeting minutes.

b) Public Hearing

- A Public Hearing to consider an ordinance to approve procedures to collect certain delinquent accounts, and to appoint a Solicitor for this purpose.

c) Ordinance 2017-263

- An ordinance to approve procedures to collect certain delinquent accounts, and to appoint a Solicitor for this purpose.

d) Public Hearing

- A Public Hearing to consider an ordinance to join the Delaware Valley Workers' Compensation Trust.

e) Ordinance 2017-264

- An ordinance to join the Delaware Valley Workers' Compensation Trust.

f) Public Hearing

- A Public Hearing to consider an ordinance to join the Delaware Valley Insurance Trust.

g) Ordinance 2017-265

- An ordinance to join the Delaware Valley Insurance Trust.

(over)

- h) bid award
 - A motion to approve the sale of used office furniture, let for public auction.
- i) bid award
 - A motion to approve the sale of used traffic signals, let for public auction.
- j) bid award
 - A motion to approve the sale of a used John Deere 1445 front mower, let for public auction.
- k) ZHB 16-10 Horgan
 - A motion to direct action on an application to the Zoning Hearing Board.
- l) ZHB 17-01 Pergolese
 - A motion to direct action on an application to the Zoning Hearing Board.
- m) ZHB 17-03 County of Montgomery / Rothenberger
 - A motion to direct action on an application to the Zoning Hearing Board.
- n) ratification of hire
 - A motion to ratify the hire of a full-time employee.

OTHER BUSINESS

ADJOURNMENT

UPCOMING MEETINGS

Zoning Hearing Board	Tuesday, March 21	6:30 PM
Planning Commission	Thursday, March 23	7:30 PM
Board of Supervisors, Work Session	Wednesday, April 19	6:00 PM
Board of Supervisors, Business Meeting	Wednesday, April 19	7:30 PM

All other meetings will be held at the Worcester Township Community Hall, 1031 Valley Forge Road.

**TREASURER'S REPORT
AND OTHER MONTHLY REPORTS**

FEBRUARY 2017

1. Treasurer's Report
2. Planning, Zoning, Parks & Grants Report
3. Permit Activity Report
4. Public Works Department Report
5. Fire Marshal Report
6. Township Engineer Report
7. Worcester Volunteer Fire Department Report
8. Pennsylvania State Police Report

**TREASURER'S REPORT
AND OTHER MONTHLY REPORTS**

FEBRUARY 2017

1. Treasurer's Report
2. Planning, Zoning, Parks & Grants Report
3. Permit Activity Report
4. Public Works Department Report
5. Fire Marshal Report
6. Township Engineer Report
7. Worcester Volunteer Fire Department Report
8. Pennsylvania State Police Report

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
Revenue Account Range: First Expend Account Range: First Print Zero YTD Activity: No								
		to Last	Include Non-Anticipated: No		Year To Date As Of: 02/28/17			
		to Last	Include Non-Budget: No		Current Period: 02/01/17 to 02/28/17			
					Prior Year As Of: 02/28/17			
001-301-100-000	Property Taxes- Current	46,361.79	47,200.00	2,351.63	2,828.78	0.00	44,371.22-	6
001-301-500-000	Property Taxes- Liened	594.30	770.00	21.72	31.75	0.00	738.25-	4
001-301-600-000	Property Taxes- Interim	255.86	260.00	3.48	62.15	0.00	197.85-	24
	Segment 3 Total	47,211.95	48,230.00	2,376.83	2,922.68	0.00	45,307.32-	6
001-310-010-000	Per Capita Taxes- Current	4,628.78	4,755.00	27.50	64.58	0.00	4,690.42-	1
001-310-030-000	Per Capita Taxes- Delinquent	904.72	1,010.00	60.50	84.70	0.00	925.30-	8
001-310-100-000	Real Estate Transfer Taxes	327,124.66	245,000.00	15,398.22	54,181.72	0.00	190,818.28-	22
001-310-210-000	Earned Income Taxes	2,625,725.54	2,535,000.00	476,279.87	558,563.52	0.00	1,976,436.48-	22
001-310-220-000	Earned Income Taxes- Prior Year	0.00	100.00	0.00	0.00	0.00	100.00-	0
*001-310-900-000	Impact Fees	32,038.40	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	2,990,422.10	2,785,865.00	491,766.09	612,894.52	0.00	2,172,970.48-	22
001-321-800-000	Franchise Fees	229,986.84	220,000.00	59,298.36	59,298.36	0.00	160,701.64-	27
	Segment 3 Total	229,986.84	220,000.00	59,298.36	59,298.36	0.00	160,701.64-	27
001-322-820-000	Road Opening Permits	400.00	500.00	50.00	150.00	0.00	350.00-	30
001-322-900-000	Sign Permits	122.15	250.00	0.00	0.00	0.00	250.00-	0
001-322-910-000	Yard Sale Permits	200.00	140.00	0.00	0.00	0.00	140.00-	0
001-322-920-000	Solicitation Permits	900.00	250.00	0.00	300.00	0.00	50.00	120
	Segment 3 Total	1,622.15	1,140.00	50.00	450.00	0.00	690.00-	39
001-331-120-000	Ordinance Violations	1,713.73	1,000.00	21.55	639.60	0.00	360.40-	64
	Segment 3 Total	1,713.73	1,000.00	21.55	639.60	0.00	360.40-	64
001-341-000-000	Interest Earnings	41,068.43	1,000.00	1,393.50	4,942.47	0.00	3,942.47	494
	Segment 3 Total	41,068.43	1,000.00	1,393.50	4,942.47	0.00	3,942.47	494
001-342-000-000	Rents & Royalties	15,311.00	17,681.00	2,050.00	3,550.00	0.00	14,131.00-	20
001-342-120-000	Cell Tower Rental	127,683.05	140,632.32	14,179.26	24,796.48	0.00	115,835.84-	18

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
	Segment 3 Total	142,994.05	158,313.32	16,229.26	28,346.48	0.00	129,966.84-	18
001-354-090-000	Grants	0.00	4,275.00	0.00	0.00	0.00	4,275.00-	0
	Segment 3 Total	0.00	4,275.00	0.00	0.00	0.00	4,275.00-	0
001-355-010-000	Public Utility Realty Tax	2,823.49	2,823.00	0.00	0.00	0.00	2,823.00-	0
001-355-040-000	Alcohol License Fees	800.00	1,000.00	0.00	0.00	0.00	1,000.00-	0
001-355-050-000	Foreign Casualty- State Aid	56,870.40	56,870.32	0.00	0.00	0.00	56,870.32-	0
001-355-070-000	Foreign Fire	101,086.86	101,086.86	0.00	0.00	0.00	101,086.86-	0
	Segment 3 Total	161,580.75	161,780.18	0.00	0.00	0.00	161,780.18-	0
*001-357-080-000	Tennis Court Grant	8,822.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	8,822.00	0.00	0.00	0.00	0.00	0.00	0
001-361-300-000	Land Development Fees	7,850.00	2,250.00	1,000.00	1,000.00	0.00	1,250.00-	44
001-361-330-000	Conditional Use Fees	0.00	2,350.00	0.00	0.00	0.00	2,350.00-	0
001-361-340-000	Zoning Hearing Board Fees	9,250.00	5,300.00	1,600.00	2,400.00	0.00	2,900.00-	45
001-361-350-000	Zoning Amendment Fees	0.00	1,350.00	0.00	0.00	0.00	1,350.00-	0
001-361-500-000	Map And Publication Sales	49.66	50.00	0.00	50.00	0.00	0.00	100
	Segment 3 Total	17,149.66	11,300.00	2,600.00	3,450.00	0.00	7,850.00-	31
001-362-410-000	Building Permit Fees	166,141.61	120,000.00	11,595.60	14,683.70	0.00	105,316.30-	12
001-362-420-000	Zoning Permit Fees	13,892.50	8,500.00	685.00	960.00	0.00	7,540.00-	11
001-362-450-000	Commercial U&O Fees	775.00	500.00	0.00	0.00	0.00	500.00-	0
001-362-460-000	Driveway Permit Fees	490.00	195.00	110.00	110.00	0.00	85.00-	56
	Segment 3 Total	181,299.11	129,195.00	12,390.60	15,753.70	0.00	113,441.30-	12
*001-367-342-000	Park Cell Tower Rental	20,863.62	0.00	0.00	0.00	0.00	0.00	0
001-367-400-000	PRPS Ticket Sales	5,695.95	8,000.00	1,259.00	2,203.00	0.00	5,797.00-	28
001-367-408-000	Sports & Lesson Fees	20,528.00	23,000.00	0.00	0.00	0.00	23,000.00-	0
001-367-409-000	Park Trips	9,114.89	7,000.00	0.00	0.00	0.00	7,000.00-	0
001-367-420-000	Park Miscellaneous	8,289.16	4,900.00	4,921.62	13,821.62	0.00	8,921.62	282
	Segment 3 Total	64,491.62	42,900.00	6,180.62	16,024.62	0.00	26,875.38-	37

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
001-381-000-000	Miscellaneous Income	27,824.98	8,160.00	12.67	29,871.95	0.00	21,711.95	366
001-381-001-000	Service Charge Fees	0.00	1,200.00	25.52	49.97	0.00	1,150.03-	4
	Segment 3 Total	27,824.98	9,360.00	38.19	29,921.92	0.00	20,561.92	320
001-383-200-000	Escrow Administration	800.00	800.00	0.00	0.00	0.00	800.00-	0
	Segment 3 Total	800.00	800.00	0.00	0.00	0.00	800.00-	0
001-392-300-000	Transfer From Capital Fund	383,872.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	383,872.00	0.00	0.00	0.00	0.00	0.00	0
001-395-000-000	Refund of Prior Year Expenditures	159.95	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	159.95	0.00	0.00	0.00	0.00	0.00	0
	Fund 001 Revenue Total	4,301,019.32	3,575,158.50	592,345.00	774,644.35	0.00	2,800,514.15-	22

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-400-000-000	LEGISLATIVE BODY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-400-110-000	Legislative- Payroll	7,560.00	7,500.00	630.00	1,260.00	0.00	6,240.00	17
001-400-150-000	Legislative- Benefits	65,708.76	68,917.14	5,639.60	11,279.20	0.00	57,637.94	16
001-400-312-000	Legislative- Consultant Services	40,797.00	26,100.00	4,000.00	4,000.00	0.00	22,100.00	15
001-400-337-000	Legislative- Mileage Reimbursement	311.04	500.00	0.00	0.00	0.00	500.00	0
001-400-420-000	Legislative- Dues & Subscriptions	3,249.00	5,950.00	98.00	98.00	0.00	5,852.00	2
001-400-460-000	Legislative- Meetings & Seminars	4,118.67	4,725.00	1,610.00	1,610.00	0.00	3,115.00	34
	Segment 3 Total	121,744.47	113,692.14	11,977.60	18,247.20	0.00	95,444.94	16
001-401-000-000	MANAGER:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-401-120-000	Management- Payroll	77,975.74	139,050.00	10,384.62	20,769.24	0.00	118,280.76	15
001-401-150-000	Management- Benefits	45,609.88	68,868.99	5,699.94	11,200.48	0.00	57,668.51	16
001-401-312-000	Management- Consultant Services	3,164.58	5,000.00	0.00	0.00	0.00	5,000.00	0
001-401-321-000	Management- Mobile Phone	600.00	600.00	50.00	100.00	0.00	500.00	17
001-401-337-000	Management- Mileage Reimbursement	4,800.00	4,800.00	400.00	800.00	0.00	4,000.00	17
001-401-460-000	Management- Meetings & Seminars	842.06	2,350.00	68.00	68.00	0.00	2,282.00	3

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Segment 3 Total	132,992.26	220,668.99	16,602.56	32,937.72	0.00	187,731.27	15
001-402-000-000	FINANCIAL ADMINISTRATION:							
001-402-120-000	Finance- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-402-150-000	Finance- Benefits	53,416.39	63,375.90	4,921.70	9,748.75	0.00	53,627.15	15
001-402-321-000	Finance- Mobile Phone	30,629.71	28,436.27	2,074.68	3,909.02	0.00	24,527.25	14
001-402-337-000	Finance- Mileage Reimbursement	18.94	300.00	25.00	50.00	0.00	250.00	17
001-402-460-000	Finance- Meeting & Seminars	219.60	300.00	0.00	0.00	0.00	300.00	0
	Segment 3 Total	84,551.58	93,712.17	7,021.38	13,707.77	0.00	80,004.40	15
001-403-000-000	TAX COLLECTION:							
001-403-110-000	Tax Collection- Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0
001-403-150-000	Tax Collection- Benefits	2,383.42	2,411.50	0.00	0.00	0.00	2,411.50	0
001-403-210-000	Tax Collection- Office Supplies	182.33	184.72	75.60	75.60	0.00	109.12	41
001-403-310-000	Tax Collection- Professional Services	5,074.84	4,740.00	0.00	0.00	0.00	4,740.00	0
	Segment 3 Total	32,483.31	32,956.30	6,109.43	7,111.49	0.00	25,844.81	22
001-404-000-000	LEGAL SERVICES:							
001-404-310-000	Legal- General Services	40,123.90	40,292.52	6,185.03	7,187.09	0.00	33,105.43	18
001-404-320-000	Legal- RTK Services	0.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	62,565.78	69,000.00	3,563.00	3,563.00	0.00	65,437.00	5
001-405-000-000	CLERICAL:							
001-405-140-000	Clerical- Payroll	113,188.40	81,000.00	3,843.00	3,843.00	0.00	77,157.00	5
001-405-150-000	Clerical- Benefits	68,082.02	80,150.48	5,114.78	10,093.27	0.00	70,057.21	13
001-405-210-000	Clerical- Office Supplies	50,870.20	31,475.85	2,019.40	3,866.64	0.00	27,609.21	12
001-405-310-000	Clerical- Telephone	5,313.03	7,900.00	293.52	293.52	0.00	7,606.48	4
001-405-325-000	Postage	13,664.05	14,850.00	1,073.20	2,166.19	0.00	12,683.81	15
001-405-337-000	Clerical- Mileage Reimbursement	5,646.61	5,085.00	239.52	449.25	0.00	4,635.75	9
001-405-340-000	Clerical- Advertising	4,822.21	4,181.00	0.46	0.92	0.00	4,181.92	0
001-405-460-000	Clerical- Meetings & Seminars	132.19	240.00	0.00	0.00	0.00	240.00	0
001-405-465-000	Computer Expense	3,779.03	9,000.00	971.73	1,067.94	0.00	7,932.06	12
001-405-470-000	Clerical- Other Expense	2,698.60	5,150.00	0.00	0.00	0.00	5,150.00	0
	Segment 3 Total	190,225.72	200,361.33	11,077.13	21,195.47	0.00	179,165.86	11

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-408-000-000	ENGINEERING SERVICES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-408-310-000	Engineering Services	30,439.42	41,500.00	1,321.84	1,321.84	0.00	40,178.16	3
	Segment 3 Total	30,439.42	41,500.00	1,321.84	1,321.84	0.00	40,178.16	3
001-409-000-000	GOVERNMENT BUILDINGS & PLANT:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-409-136-000	Administration- Utilities	8,321.08	10,260.00	513.53	894.84	0.00	9,365.16	9
001-409-137-000	Administration- Maintenance & Repairs	18,920.69	16,779.00	641.40	1,251.60	0.00	15,527.40	7
001-409-142-000	Administration- Alarm Service	2,470.44	3,612.00	173.00	346.00	0.00	3,266.00	10
001-409-147-000	Administration- Other Expenses	1,372.01	2,400.00	48.44	48.44	0.00	2,351.56	2
001-409-236-000	Garage- Utilities	10,046.71	12,420.00	1,128.23	1,612.63	0.00	10,807.37	13
001-409-237-000	Garage- Maintenance & Repairs	9,682.37	9,464.40	451.90	891.15	0.00	8,573.25	9
001-409-242-000	Garage- Alarm Service	1,002.96	1,416.00	45.00	90.00	0.00	1,326.00	6
001-409-247-000	Garage- Other Expenses	1.70	1,500.00	30.46	30.46	0.00	1,469.54	2
001-409-373-000	Preserve Farmhouse	15,403.09	0.00	0.00	0.00	0.00	0.00	0
001-409-436-000	Community Hall- Utilities	3,446.21	5,340.00	114.76	531.43	0.00	4,808.57	10
001-409-437-000	Community Hall- Maintenance & Repairs	5,446.48	5,172.00	353.79	565.79	0.00	4,606.21	11
001-409-447-000	Community Hall- Other Expenses	425.52	600.00	0.00	0.00	0.00	600.00	0
001-409-536-000	Historical Bldg- Utilities	2,858.42	3,829.00	316.55	350.34	0.00	3,478.66	9
001-409-537-000	Historical Bldg- Maintenance & Repairs	2,664.32	1,699.92	0.00	0.00	0.00	1,699.92	0
001-409-636-000	Hollow Rd Rental- Utilities	104.32	250.00	0.00	62.41	0.00	312.41	25
001-409-637-000	Hollow Rd Rental- Maintenance & Repairs	2,105.51	4,080.00	2,850.00	2,850.00	0.00	1,230.00	70
001-409-737-000	Springhouse- Maintenance & Repairs	350.00	1,000.00	0.00	0.00	0.00	1,000.00	0
	Segment 3 Total	53,815.65	79,822.32	6,033.96	9,400.27	0.00	70,422.05	12
001-411-000-000	FIRE:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-411-380-000	Fire Protection- Hydrant Rentals	39,436.59	25,398.00	806.65	806.65	0.00	24,591.35	3
001-411-540-000	Fire Protection- WFFD Contributions	301,286.86	316,036.86	206,250.00	206,250.00	0.00	109,786.86	65
	Segment 3 Total	340,723.45	341,434.86	207,056.65	207,056.65	0.00	134,378.21	61
001-413-000-000	UCC & CODE ENFORCEMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-413-110-000	Fire Marshal- Payroll	4,632.00	9,640.80	455.60	955.86	0.00	8,684.94	10
001-413-110-150	Fire Marshal- Benefits	450.69	942.48	38.72	81.24	0.00	861.24	9
001-413-140-000	Code Enforcement- Payroll	103,810.18	43,775.00	3,320.00	6,595.50	0.00	37,179.50	15
001-413-150-000	Code Enforcement- Benefits	46,165.21	26,773.33	1,875.05	3,573.99	0.00	23,199.34	13
001-413-210-000	Code Enforcement- Supplies	2,472.50	7,855.00	2,949.03	2,949.03	0.00	4,905.97	38
001-413-312-000	Code Enforcement- Consultant Services	69,796.00	77,880.00	2,108.00	2,108.00	0.00	75,772.00	3

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-413-337-000	Code Enforcement- Mileage Reimbursement	615.60	660.00	0.00	0.00	0.00	660.00	0
001-413-460-000	Code Enforcement- Meetings & Seminars	312.50	1,000.00	25.00	25.00	0.00	975.00	2
	Segment 3 Total	228,254.68	168,526.61	10,771.40	16,288.62	0.00	152,237.99	10
001-414-000-000	PLANNING & ZONING:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-414-140-000	Zoning- Payroll	1,200.00	1,600.00	0.00	200.00	0.00	1,400.00	12
001-414-150-000	Zoning- Benefits	91.92	122.56	0.00	15.32	0.00	107.24	12
001-414-310-000	Zoning- Professional Services	2,938.50	2,700.00	0.00	0.00	0.00	2,700.00	0
001-414-313-000	Zoning- Engineering	3,640.28	1,500.00	0.00	0.00	0.00	1,500.00	0
001-414-314-000	Zoning- Legal	11,648.00	10,800.00	3,800.00	3,800.00	0.00	7,000.00	35
001-414-315-000	Zoning- Conditional Use	84,638.16	4,500.00	32.00	32.00	0.00	4,468.00	1
001-414-341-000	Zoning- Advertisement	2,591.20	2,750.00	0.00	0.00	0.00	2,750.00	0
001-414-460-000	Zoning- Meetings & Seminars	62.82	200.00	0.00	0.00	0.00	200.00	0
	Segment 3 Total	106,810.88	24,172.56	3,832.00	4,047.32	0.00	20,125.24	17
001-419-000-000	OTHER PUBLIC SAFETY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-419-242-000	PA One Call	2,013.40	3,840.00	233.47	233.47	0.00	3,606.53	6
	Segment 3 Total	2,013.40	3,840.00	233.47	233.47	0.00	3,606.53	6
001-430-000-000	PUBLIC WORKS - ADMIN:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-430-140-000	Public Works- Payroll	356,850.36	396,706.44	27,142.89	55,488.25	0.00	341,218.19	14
001-430-150-000	Public Works- Benefits	165,190.98	172,336.31	10,924.68	21,171.25	0.00	151,165.06	12
001-430-238-000	Public Works- Uniforms	6,857.01	9,397.00	415.20	622.80	0.00	8,774.20	7
001-430-326-000	Public Works- Mobile phones	2,625.17	1,260.00	92.73	92.73	0.00	1,167.27	7
001-430-460-000	Public Works- Meetings & Seminars	1,841.27	3,100.00	190.00	190.00	0.00	2,910.00	6
001-430-470-000	Public Works- Other Expenses	3,116.23	2,540.00	40.00	40.00	0.00	2,500.00	2
	Segment 3 Total	536,481.02	585,339.75	38,805.50	77,605.03	0.00	507,734.72	13
001-432-000-000	WINTER MAINTENANCE- SNOW REMOVAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-432-200-000	Snow Removal- Materials	0.00	44,268.75	2,801.46	2,801.46	0.00	41,467.29	6
001-432-450-000	Snow Removal- Contractor	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
	Segment 3 Total	0.00	59,268.75	2,801.46	2,801.46	0.00	56,467.29	5
001-433-000-000	TRAFFIC CONTROL DEVICES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-433-313-000	Traffic Signal- Engineering	5,690.41	6,500.00	0.00	0.00	0.00	6,500.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-433-361-000	Traffic signal- Electricity	3,831.53	3,240.00	262.32	262.32	0.00	2,977.68	8
001-433-374-000	Traffic signal- Maintenance	20,095.06	18,050.00	1,636.80	1,636.80	0.00	16,413.20	9
	Segment 3 Total	29,617.00	27,790.00	1,899.12	1,899.12	0.00	25,890.88	7
001-437-000-000	REPAIRS OF TOOLS AND MACHINERY:							
001-437-250-000	Machinery & Tools- Vehicle Maintenance	37,776.67	83,064.00	3,246.86	3,571.49	0.00	79,492.51	4
001-437-260-000	Machinery & Tools- Small Tools	7,342.17	6,850.00	1,278.75	1,278.75	0.00	5,571.25	19
001-437-370-000	Machinery & Tools- Small Tool Repairs	384.67	500.00	0.00	0.00	0.00	500.00	0
	Segment 3 Total	45,503.51	90,414.00	4,525.61	4,850.24	0.00	85,563.76	5
001-438-000-000	ROADS & BRIDGES:							
001-438-231-000	Gasoline	3,989.08	5,267.00	355.72	355.72	0.00	4,911.28	7
001-438-232-000	Diesel Fuel	12,255.29	22,330.00	876.52	1,002.93	0.00	21,327.07	4
001-438-242-000	Road Signs	3,378.04	3,200.00	0.00	0.00	0.00	3,200.00	0
001-438-245-000	Road Supplies	14,995.64	35,900.00	0.00	263.64	0.00	35,636.36	1
001-438-300-000	Contractor- Snow	7,062.50	0.00	0.00	0.00	0.00	0.00	0
001-438-313-000	Engineering	70,874.30	55,000.00	2,776.86	2,776.86	0.00	52,223.14	5
001-438-370-000	Road Program- Contractor	391,409.63	15,500.00	0.00	0.00	0.00	15,500.00	0
	Segment 3 Total	503,964.48	137,197.00	4,009.10	4,399.15	0.00	132,797.85	3
001-446-000-000	STORM WATER MANAGEMENT:							
001-446-313-000	Stormwater Management- Engineering	22,285.82	44,500.00	1,075.00	1,075.00	0.00	43,425.00	2
	Segment 3 Total	22,285.82	44,500.00	1,075.00	1,075.00	0.00	43,425.00	2
001-451-000-000	RECREATION- ADMINISTRATION:							
001-451-140-000	Recreation- Payroll	32,750.00	47,586.00	3,606.40	7,106.40	0.00	40,479.60	15
001-451-150-000	Recreation- Benefits	26,873.69	26,861.25	1,913.64	3,635.19	0.00	23,226.06	14
001-451-337-000	Recreation- Mileage Reimbursement	0.00	300.00	0.00	0.00	0.00	300.00	0
001-451-460-000	Recreation- Meetings & Seminars	0.00	1,025.00	120.00	120.00	0.00	905.00	12
	Segment 3 Total	59,623.69	75,772.25	5,640.04	10,861.59	0.00	64,910.66	14
001-452-000-000	PARTICIPANT RECREATION:							
001-452-247-000	Discounted Tickets (PRPS)	5,757.00	7,900.00	944.00	944.00	0.00	6,956.00	12
001-452-248-000	Camps & Sport Leagues	18,475.99	22,100.00	0.00	0.00	0.00	22,100.00	0
001-452-249-000	Bus Trips	10,944.07	6,800.00	0.00	440.00	0.00	6,360.00	6

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Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-452-250-000	Community Day	0.00	6,500.00	366.75	1,051.75	0.00	5,448.25	16
001-452-520-000	Library	6,000.00	6,300.00	0.00	0.00	0.00	6,300.00	0
	Segment 3 Total	41,177.06	49,600.00	1,310.75	2,435.75	0.00	47,164.25	5
001-454-000-000	PARKS:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-454-337-000	Park Auto/MiLeage	373.10	0.00	0.00	0.00	0.00	0.00	0
001-454-436-000	Heebner Park- Utilities	3,299.03	3,180.00	304.21	304.21	0.00	2,875.79	10
001-454-437-001	Heebner Park- Athletic Fields	13,126.52	16,400.00	0.00	0.00	0.00	16,400.00	0
001-454-437-002	Heebner Park- Expenses	9,492.57	12,000.00	0.00	0.00	0.00	12,000.00	0
001-454-438-001	Mount Kirk Park- Athletic Fields	3,027.89	3,000.00	0.00	0.00	0.00	3,000.00	0
001-454-438-002	Mount Kirk Park- Expenses	610.54	1,450.00	0.00	0.00	0.00	1,450.00	0
001-454-439-001	Sunny Brook Park- Athletic Fields	4,005.22	4,400.00	0.00	0.00	0.00	4,400.00	0
001-454-439-002	Sunny Brook Park- Expenses	1,883.23	4,900.00	0.00	0.00	0.00	4,900.00	0
001-454-440-000	Trail Expenses	4,509.61	0.00	0.00	0.00	0.00	0.00	0
001-454-446-000	Sunny Brook Park- Utilities	850.37	1,560.00	0.00	0.00	0.00	1,560.00	0
001-454-450-000	Nike Park Expense	93.58	0.00	0.00	0.00	0.00	0.00	0
001-454-460-000	Parks- Seminars & Meetings	1,095.04	0.00	0.00	0.00	0.00	0.00	0
001-454-470-000	Heyser Park- Horse Ring	0.00	500.00	0.00	0.00	0.00	500.00	0
001-454-471-000	Heyser Park- Expenses	45.00	1,300.00	0.00	0.00	0.00	1,300.00	0
001-454-480-000	Trail Expenses	79.66	5,600.00	0.00	0.00	0.00	5,600.00	0
001-454-490-000	Other Parks	0.00	4,400.00	0.00	0.00	0.00	4,400.00	0
	Segment 3 Total	42,491.36	58,690.00	304.21	304.21	0.00	58,385.79	1
001-459-000-000	PUBLIC RELATIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-459-340-000	Public Relations- Community Newsletter	12,342.16	14,400.00	0.00	0.00	0.00	14,400.00	0
001-459-341-000	Public Relations- Other Communications	0.00	1,400.00	0.00	0.00	0.00	1,400.00	0
001-459-430-000	Public Relations	179.99	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	12,522.15	15,800.00	0.00	0.00	0.00	15,800.00	0
001-461-000-000	CONSERVATION OF NATURAL RESOURCES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-461-711-000	North Penn Lra Acquisition	21,536.98	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	21,536.98	0.00	0.00	0.00	0.00	0.00	0
001-481-000-000	EMPLOYER PAID BENEFITS AND WITHHOLDING I	0.00	0.00	0.00	0.00	0.00	0.00	0
001-481-430-000	Inter Gov- Real Estate Taxes	0.00	7,160.00	763.80	763.80	0.00	6,396.20	11

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Segment 3 Total	0.00	7,160.00	763.80	763.80	0.00	6,396.20	11
001-486-000-000	INSURANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-486-350-000	Insurances	108,029.65	119,037.00	4,981.00	12,021.00	0.00	107,016.00	10
	Segment 3 Total	108,029.65	119,037.00	4,981.00	12,021.00	0.00	107,016.00	10
001-492-300-000	Transfer To Capital Fund	0.00	895,566.25	303,305.86	7,164,776.00	0.00	6,269,209.75-	800
	Segment 3 Total	0.00	895,566.25	303,305.86	7,164,776.00	0.00	6,269,209.75-	800
	Fund 001 Expend Total	2,868,116.53	3,575,158.50	655,377.47	7,619,258.77	0.00	4,044,100.27-	213

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
008-341-000-000	Interest Earnings	742.50	600.00	38.86	77.71	0.00	522.29-	13
	Segment 3 Total	742.50	600.00	38.86	77.71	0.00	522.29-	13
008-364-110-000	Tapping Fees	501,551.74	11,400.00	941.57	7,123.21	0.00	4,276.79-	62
008-364-120-000	Sewer Fees- Residential	428,757.20	490,104.66	11,488.42	100,347.24	0.00	389,757.42-	20
008-364-130-000	Sewer Fees- Commercial	163,453.39	151,561.21	13,350.48	25,341.31	0.00	126,219.90-	17
008-364-140-000	Late Fees	7,152.96	6,000.00	805.54	1,119.00	0.00	4,881.00-	19
008-364-150-000	Certification Fees	1,060.00	1,080.00	60.00	60.00	0.00	1,020.00-	6
008-364-190-000	Liens	376.00	100.00	0.00	0.00	0.00	100.00-	0
	Segment 3 Total	1,102,351.29	660,245.87	26,646.01	133,990.76	0.00	526,255.11-	20
008-381-000-000	Miscellaneous Income	0.00	100.00	0.00	0.00	0.00	100.00-	0
	Segment 3 Total	0.00	100.00	0.00	0.00	0.00	100.00-	0
008-395-000-000	Refund of Prior Year Expenditures	32.55	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	32.55	0.00	0.00	0.00	0.00	0.00	0
	Fund 008 Revenue Total	1,103,126.34	660,945.87	26,684.87	134,068.47	0.00	526,877.40-	20

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-402-000-000	WASTE WATER FINANCIAL ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-402-470-000	Financial / CD Fees	10.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	10.00	0.00	0.00	0.00	0.00	0.00	0
008-405-000-000	WASEWATER CLERICAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-405-150-000	Administrative Staff Costs	47,152.72	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	47,152.72	0.00	0.00	0.00	0.00	0.00	0
008-429-000-000	WASTEWATER COLLECTION AND TREATMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-429-242-000	Alarm Services	932.10	982.00	0.00	0.00	0.00	982.00	0
008-429-300-000	Other Expenses	25,421.38	63,570.00	2,500.00-	2,500.00-	0.00	66,070.00	4-
008-429-313-000	Engineering	10,630.91	10,750.00	0.00	0.00	0.00	10,750.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
008-429-314-000	Legal	330.23	3,900.00	0.00	0.00	0.00	3,900.00	0
008-429-316-000	Plant Operations	166,274.02	126,512.40	13,972.89	27,889.50	0.00	98,622.90	22
008-429-321-000	Telephone	861.35	888.00	67.96	102.19	0.00	785.81	12
008-429-361-000	Utilities	121,083.98	101,460.00	9,511.43	9,511.43	0.00	91,948.57	9
008-429-366-000	Water	389.14	0.00	0.00	0.00	0.00	0.00	0
008-429-374-000	Equipment & Repairs	25,508.01	12,600.00	945.63	945.63	0.00	11,654.37	8
008-429-421-001	Center Point- Operations	11,374.07	9,042.00	1,014.04	1,992.10	0.00	7,049.90	22
008-429-421-002	Center Point- Utilities & Repairs	8,445.66	4,452.00	387.22	387.22	0.00	4,064.78	9
008-429-422-001	Meadowood- Operations	18,727.25	9,042.00	429.81	1,992.10	0.00	7,049.90	22
008-429-422-002	Meadowood- Utilities & Repairs	547.45	1,752.00	34.05	68.36	0.00	1,683.64	4
008-429-423-001	Heritage Village- Operations	10,168.55	9,042.00	1,114.50	1,992.10	0.00	7,049.90	22
008-429-423-002	Heritage Village- Utilities & Repairs	3,604.92	4,380.00	318.79	355.09	0.00	4,024.91	8
008-429-424-001	Fawn Creek- Operations	10,860.54	9,042.00	1,072.79	1,992.10	0.00	7,049.90	22
008-429-424-002	Fawn Creek- Utilities & Repairs	2,905.61	3,804.00	186.24	186.24	0.00	3,617.76	5
008-429-425-001	Chadwick Place- Operations	10,977.50	9,042.00	1,061.12	1,992.10	0.00	7,049.90	22
008-429-425-002	Chadwick Place- Utilities & Repairs	3,936.34	4,488.00	357.74	391.50	0.00	4,096.50	9
008-429-426-001	Adair Pump- Operations	10,295.25	9,042.00	1,255.90	1,992.10	0.00	7,049.90	22
008-429-426-002	Adair Pump- Utilities & Repairs	4,828.84	3,228.00	168.06	203.01	0.00	3,024.99	6
008-429-700-000	Capital Improvements	0.00	90,000.00	0.00	0.00	0.00	90,000.00	0
	Segment 3 Total	448,103.10	487,018.40	29,398.17	49,492.77	0.00	437,525.63	10
008-471-000-000	DEBT PRINCIPAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-471-200-000	General Obligation Bond- Principa	0.00	120,000.00	0.00	0.00	0.00	120,000.00	0
	Segment 3 Total	0.00	120,000.00	0.00	0.00	0.00	120,000.00	0
008-472-000-000	DEBT INTEREST:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-472-200-000	General Obligation Bond- Interest	47,890.17	50,821.26	0.00	0.00	0.00	50,821.26	0
	Segment 3 Total	47,890.17	50,821.26	0.00	0.00	0.00	50,821.26	0
008-475-000-000	Fiscal Agent Fees- 2016 Bond	74,471.67	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	74,471.67	0.00	0.00	0.00	0.00	0.00	0
008-486-000-000	INSURANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
008-486-350-000	Insurance Expense	3,134.40	3,095.00	0.00	0.00	0.00	3,095.00	0
	Segment 3 Total	3,134.40	3,095.00	0.00	0.00	0.00	3,095.00	0

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
Fund 008	Expend Total	620,762.06	660,934.66	29,398.17	49,492.77	0.00	611,441.89	7

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
030-341-000-000	Interest Earnings	14,612.17	17,000.00	5,464.38	6,627.12	0.00	10,372.88-	39
	Segment 3 Total	14,612.17	17,000.00	5,464.38	6,627.12	0.00	10,372.88-	39
030-363-100-000	Traffic Impact Fees	0.00	45,857.00	11,931.00	33,806.00	0.00	12,051.00-	74
	Segment 3 Total	0.00	45,857.00	11,931.00	33,806.00	0.00	12,051.00-	74
030-381-000-000	Miscellaneous Income	0.00	6,000.00	0.00	21,526.00	0.00	15,526.00	359
	Segment 3 Total	0.00	6,000.00	0.00	21,526.00	0.00	15,526.00	359
030-392-010-000	Transfer From General Fund	0.00	895,566.25	303,305.86	7,164,776.00	0.00	6,269,209.75	800
030-392-040-000	Transfer from Revolving Fund	349,823.02	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	349,823.02	895,566.25	303,305.86	7,164,776.00	0.00	6,269,209.75	800
	Fund 030 Revenue Total	364,435.19	964,423.25	320,701.24	7,226,735.12	0.00	6,262,311.87	749

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
030-402-000-000	FINANCE ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-402-470-000	Investing/CD Fees	645.68	0.00	10.00	10.00	0.00	10.00-	0
	Segment 3 Total	645.68	0.00	10.00	10.00	0.00	10.00-	0
030-405-000-000	SECRETARY/CLERK:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-405-720-000	Office Equipment	0.00	29,800.00	77.02	5,730.57	0.00	24,069.43	19
	Segment 3 Total	0.00	29,800.00	77.02	5,730.57	0.00	24,069.43	19
030-409-000-000	GOVERNMENT BUILDINGS & PLANTS:	0.00	0.00	0.00	0.00	0.00	0.00	0
030-409-600-000	Building Improvements	0.00	39,700.00	9,373.01	10,310.51	0.00	29,389.49	26
	Segment 3 Total	0.00	39,700.00	9,373.01	10,310.51	0.00	29,389.49	26
030-430-600-000	Capital Roads	0.00	504,000.00	0.00	0.00	0.00	504,000.00	0
030-430-740-000	Equipment Purchases	0.00	207,200.00	0.00	77,958.00	0.00	129,242.00	38

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Segment 3 Total	0.00	711,200.00	0.00	77,958.00	0.00	633,242.00	11
030-433-600-000	Traffic Signs & Signals	0.00	10,100.00	0.00	0.00	0.00	10,100.00	0
	Segment 3 Total	0.00	10,100.00	0.00	0.00	0.00	10,100.00	0
030-454-600-000	Parks and Trails	0.00	77,500.00	0.00	0.00	0.00	77,500.00	0
030-454-710-000	Land Acquisition	0.00	80,000.00	0.00	0.00	0.00	80,000.00	0
	Segment 3 Total	0.00	157,500.00	0.00	0.00	0.00	157,500.00	0
030-492-010-000	Transfer to General Fund	383,872.00	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	383,872.00	0.00	0.00	0.00	0.00	0.00	0
	Fund 030 Expend Total	384,517.68	948,300.00	9,460.03	94,009.08	0.00	854,290.92	10

TOWNSHIP OF WORCESTER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
035-341-000-000	Interest Earnings	862.46	250.00	0.18	0.37	0.00	249.63-	0
	Segment 3 Total	862.46	250.00	0.18	0.37	0.00	249.63-	0
035-355-020-000	Liquid Fuel Funds	325,426.98	343,000.00	0.00	0.00	0.00	343,000.00-	0
	Segment 3 Total	325,426.98	343,000.00	0.00	0.00	0.00	343,000.00-	0
	Fund 035 Revenue Total	326,289.44	343,250.00	0.18	0.37	0.00	343,249.63-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
035-432-000-000	WINTER MAINTENANCE- SNOW REMOVAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
035-432-250-000	Snow & Ice Removal	44,180.25	0.00	0.00	0.00	0.00	0.00	0
	Segment 3 Total	44,180.25	0.00	0.00	0.00	0.00	0.00	0
035-438-000-000	ROADS & BRIDGES:	0.00	0.00	0.00	0.00	0.00	0.00	0
035-438-370-000	Road Maintenance Contractor	344,000.00	340,000.00	0.00	0.00	0.00	340,000.00	0
	Segment 3 Total	344,000.00	340,000.00	0.00	0.00	0.00	340,000.00	0
	Fund 035 Expend Total	388,180.25	340,000.00	0.00	0.00	0.00	340,000.00	0

BUDGET REPORT

February 28, 2017

GENERAL		WASTE WATER	
Revenue YTD:	\$ 774,644.35	Revenue YTD:	\$ 134,068.47
Revenue Budget:	\$ 542,840.39	Revenue Budget:	\$ 144,873.39
Revenue to Budget:	142.70%	Revenue to Budget:	92.54%
Expenditure YTD:	\$ 454,482.77 *	Expenditure YTD:	\$ 49,492.77
Expenditure Budget:	\$ 632,997.27	Expenditure Budget:	\$ 83,108.47
Expenditure to Budget:	72%	Expenditure to Budget:	60%
CAPITAL		STATE	
Revenue YTD:	\$ 61,959.12 *	Revenue YTD:	\$ 0.37
Revenue Budget:	\$ 11,476.17	Revenue Budget:	\$ 41.67
Revenue to Budget:	539.89%	Revenue to Budget:	0.89%
Expenditure YTD:	\$ 94,009.08	Expenditure YTD:	\$ -
Expenditure Budget:	\$ 397,550.00	Expenditure Budget:	\$ -
Expenditure to Budget:	24%	Expenditure to Budget:	#DIV/0!

*does not include interfund transfers

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

Board of Supervisors:
SUSAN G. CAUGHLAN, CHAIR
STEPHEN C. QUIGLEY, VICE CHAIR
ARTHUR C. BUSTARD, MEMBER

1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

Planning, Zoning, Parks & Grants Report
February 2017

Planning Commission (February 15)

- Joint Meeting with Board of Supervisors
- continued review on Center Point Village Ordinance

Planning Commission (February 23)

- consideration of approval of Planning Module Component 4A
- continued review on Center Point Village Ordinance

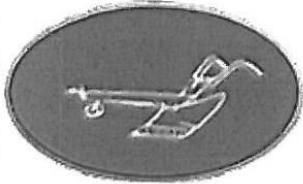
Zoning Hearing Board – *did not meet this month*

Park Updates

- Heebner Park will be the event site of Worcester Township's First Annual Community Day on Saturday, May 13, 2017 (Rain Date: May 14).
 - Sponsorships received to date total \$11,251.
 - All of the information for the event is listed on the Township's website (worcestertwp.com) under "Community Day."

Grant Updates

- Montco 2040: Submitted application on 2/27/17– to construct a pedestrian trail and bridge connecting the neighborhood at Defford Road to the Center Point Shopping Center.



WORCESTER TOWNSHIP
Building and Codes Department
February 2017

Report Dates: 2/1/2017 - 2/28/2017

Item	Count / Fee
Total Issued Permits	11 / \$14,845.40

Issued Permits			
Fee Item	No. Permits	Construction Value	Permit Fee
Building			
1 Commercial Alterations	1	\$17,000.00	\$54.00
2 Generator	1	\$2,500.00	\$69.00
3 New Single Family Dwelling	2	\$230,000.00	\$14,195.40
Electrical			
4 New Electrical Work	2	\$6,127.19	\$33.00
Mechanical			
5 New Mechanical	1	\$7,076.00	\$84.00
Zoning			
6 Fence	3	\$15,942.00	\$135.00
7 Grading	1	\$0.00	\$275.00
TOTALS:	11	\$278,645.19	\$14,845.40

Other Fees Collected	
State Fee	\$28.00

Public Works Department Report

February 2017

1) Road Maintenance

- A. Cleared inlets and drains throughout the Township
- B. Filled potholes throughout the Township
- C. Straightened and pruned around roadway signage throughout the Township
- D. Cleaned edge of roadway swales throughout the Township
- E. Performing routine maintenance on traffic lights
- F. Closed Green Hill Road to through traffic until repairs are made to the culvert 300 yards west of Kriebel Mill Road

2) Storm Maintenance

- A. 2.8.17 Applied brine to all Township roadways
- B. 2.9.17 Crew dealt with winter roadway conditions throughout the day. Contractor assistance utilized for this storm
- C. 2.10.17 Crew dealt with drifting snow on Township roadways

3) Parks

- A. Twice weekly cleaning of public restrooms, emptying trash receptacles, and filling dog bag stations
- B. Repairing washouts and general trail maintenance
- C. Cut and chipped dead trees throughout the parks
- D. Seeded and installed turf blankets on problematic areas of playing fields
- E. Started spring clean-up on Township properties

4) Vehicle Maintenance

- A. Performed weekly maintenance of all Township vehicles
- B. Detailed all vehicle exteriors after storm events
- C. Inspection performed on 64-08 and 64-25

5) Miscellaneous

- A. Set and cleaned the Community Hall for all Township events and rentals
- B. Assisted with filing and organizing Administrative Office's basement
- C. Completed the Administrative office renovation project
- D. Assembled new office furniture for the Administrative Office

February 2017 Fire Marshal Report to Board of Supervisors

- 1/ Fire Marshal investigations on 8 dispatches.
- 2/ Review of Meadowood Community Center building plans
- 3/ \$47,000 fire damage on property valued at \$708,420.
- 4/ Three open burning letters were sent to residents.
- 5/ The firefighter that fell in parking lot after drill Feb 2nd. remains in rehab at Meadowood.
- 6/ Met with county at the EOC regarding revised dispatch zone map.
- 7/ Advised county of first responders dispatch procedures regarding Green Hill Road closure.

Respectfully Submitted,

David Cornish
Fire Marshal

MEMORANDUM

TO: Worcester Township Board of Supervisors
FROM: Joseph J. Nolan, P.E., Township Engineer
DATE: March 1, 2017
SUBJECT: Engineering Report - Project Status

This memorandum will provide an update and status report on the various projects that are ongoing within the Township as of March 1, 2017.

1. Heebner Road Soccer Field

We are in the Maintenance Bond Period for this project.

2. Meadowood Pumping Station Generator Replacement.

The project is now complete. We are in the warranty period.

3. Miscellaneous Items

- a. CKS Engineers assisted the Township on numerous zoning and land development related issues as requested during the month.
- b. CKS Engineers performed various site inspections in conjunction with finalizing Use & Occupancy Permits during the month.
- c. CKS reviewed numerous grading permit applications for the Township during the month.
- d. CKS Engineers, Inc. continued to provide inspection services in conjunction with all ongoing land development and subdivision projects throughout the Township. This also included verifying completion of items and preparation of escrow releases for these projects.

- e. CKS assisted in reviewing numerous subdivisions submitted to the Township. These include Whitehall Estates, 2044 Berks Road and the Coughlin Tract.
- f. CKS has completed the field work for the 2017 Road Improvements Program. We have prepared a cost estimate for a "base bid" contract, and four alternative add-on roads as well. We have prepared the specifications and contract documents for bidding. We anticipate a bid opening date of April 12, 2017, and contract award at the April 19, 2017 Board Meeting.
- g. We will assist the Township with several small drainage projects as part of the road program in 2017. The survey work has been completed and we will provide a design plan for use by Public Works to complete the work.

The above represents a status report on the projects and services currently being performed by CKS Engineers, Inc. Please contact me if you have any questions on any of these items.

Respectfully submitted,
CKS ENGINEERS, INC.
Township Engineers

Joseph J. Nolan, P.E.

JJN/mdm

cc: Tommy Ryan, Township Manager
File



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Number of Records Returned: 141

Search Criteria: which_cad='P' and occ_date between '02/01/2017' and '02/28/2017' and case_type<>'TS' and municipality='46226' and jurisdiction='PA'

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Feb-01-2017	08:25:20	103106	INTERSTATE HIGHWAY - CLEAR	LIN	INTERSTATE HIGHWAY - CLEAR	Yes	2017-103106	CLOSED CAD CALL
Feb-01-2017	10:25:36	103715	ALARM - BURGLA/ALARM FALSE	FAU	ALARM - BURGLA/ALARM FALSE	Yes	2017-103715	CLOSED CAD CALL
Feb-01-2017	10:34:37	103784	REQUEST ASSIST - LOCAL PD		REQUEST ASSIST - LOCAL PD	Yes	2017-103784	CLOSED CAD CALL
Feb-01-2017	10:47:00	103842	POLICE INFORMATION		POLICE INFORMATION	Yes	2017-103842	CLOSED CAD CALL
Feb-01-2017	12:06:39	104206	SEE OFFICER GO		SEE OFFICER GO	Yes	2017-104206	PAPER REPORT
Feb-01-2017	12:23:51	104276	ALARM - BURGLA/ALARM FALSE	FAU	ALARM - BURGLA/ALARM FALSE	Yes	2017-104276	CLOSED CAD CALL
Feb-01-2017	13:42:33	104592	WELFARE CHECK		WELFARE CHECK	Yes	2017-104592	CLOSED CAD CALL
Feb-01-2017	19:29:48	105812	PATROL CHECK		PATROL CHECK	Yes	2017-105812	GENERAL OFFENSE
Feb-02-2017	07:46:59	106992	MVC - NON-REPO/MVC - INJURIES		MVC - NON-REPO/MVC - INJURIES	Yes	2017-106992	TRACS CRASH REPORT
Feb-02-2017	09:49:27	107400	DOMESTIC SECURITY CHECK		DOMESTIC SECURITY CHECK	Yes	2017-107400	CLOSED CAD CALL
Feb-02-2017	10:02:24	107457	MVC - INJURIES		MVC - INJURIES	Yes	2017-107457	TRACS CRASH REPORT
Feb-02-2017	12:46:53	108041	ALARM - FINANC/ALARM FALSE	NO	ALARM - FINANC/ALARM FALSE	Yes	2017-108041	CLOSED CAD CALL
Feb-02-2017	15:01:58	108442	ALARM - BURGLA/ALARM FALSE	FAU	ALARM - BURGLA/ALARM FALSE	Yes	2017-108442	CLOSED CAD CALL
Feb-02-2017	17:45:16	108960	ROAD HAZARD - /MVC - NON-REPOR		ROAD HAZARD - /MVC - NON-REPOR	Yes	2017-108960	TRACS CRASH REPORT
Feb-02-2017	17:54:45	108993	HARASSMENT - C/SEE OFFICER		HARASSMENT - C/SEE OFFICER	Yes	2017-108993	GENERAL OFFENSE
Feb-02-2017	21:24:02	109589	ALARM - BURGLA/ALARM FALSE	FAU	ALARM - BURGLA/ALARM FALSE	Yes	2017-109589	CLOSED CAD CALL
Feb-02-2017	23:24:42	109761	VEHICLE REPOSSESSION		VEHICLE REPOSSESSION	Yes	2017-109761	CLOSED CAD CALL
Feb-03-2017	09:27:31	110781	POLICE INFORMATION		POLICE INFORMATION	Yes	2017-110781	CLOSED CAD CALL
Feb-03-2017	17:51:23	112743	ALARM - BURGLA/ALARM FALSE	FAU	ALARM - BURGLA/ALARM FALSE	Yes	2017-112743	CLOSED CAD CALL
Feb-03-2017	22:20:46	113534	SUSPICIOUS VE/DISABLED MOTORI		SUSPICIOUS VE/DISABLED MOTORI	Yes	2017-113534	CLOSED CAD CALL
Feb-03-2017	23:27:14	113631	ALARM - BURGLA/ALARM FALSE	FAU	ALARM - BURGLA/ALARM FALSE	Yes	2017-113631	CLOSED CAD CALL
Feb-04-2017	12:26:10	115223	FIRE MARSHAL /FIRE - UNDETERM		FIRE MARSHAL /FIRE - UNDETERM	Yes	2017-115223	GENERAL OFFENSE
Feb-04-2017	15:53:38	115776	ALARM - BURGLA/ALARM FALSE	FAU	ALARM - BURGLA/ALARM FALSE	Yes	2017-115776	CLOSED CAD CALL



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Feb-04-2017	19:41:54	116527	MVC - NON-REPO/DISABLED MOTORI			Yes	2017-116527	CLOSED CAD CALL
Feb-05-2017	01:34:15	117415	DISABLED MOTOR/DISABLED MOTORI			Yes	2017-117415	CLOSED CAD CALL
Feb-06-2017	10:44:44	121733	MVC - NON-REPO/MVC - DUI - NON			Yes	2017-121733	TRACS CRASH REPORT
Feb-06-2017	14:33:16	122736	ALARM - BURGLA/ALARM FALS NO			Yes	2017-122736	CLOSED CAD CALL
Feb-06-2017	16:48:24	123234	MVC - COMMONWE/MVC - REPORTABL			Yes	2017-123234	TRACS CRASH REPORT
Feb-06-2017	17:43:00	123507	THEFT - FRAUD//IDENTITY THEFT			Yes	2017-123507	PAPER REPOR
Feb-07-2017	06:55:53	124882	MVC - NON-REPORTABLE			Yes	2017-124882	TRACS CRASH REPORT
Feb-07-2017	08:15:05	125120	MVC - NON-REPO/MVC - REPORTABL			Yes	2017-125120	TRACS CRASH REPORT
Feb-07-2017	09:48:28	125509	ALARM - BURGLA/ALARM FALS NO			Yes	2017-125509	CLOSED CAD CALL
Feb-07-2017	10:26:34	125669	SUSPICIOUS VE/ABANDONED VEHIC			Yes	2017-125669	GENERAL OFFENSE
Feb-07-2017	12:57:53	126244	DOMESTIC SECURITY CHECK			Yes	2017-126244	CLOSED CAD CALL
Feb-07-2017	13:25:57	126370	REQUEST ASSIST - LOCAL PD			Yes	2017-126370	CLOSED CAD CALL
Feb-07-2017	14:08:22	126512	INTERSTATE HIGHWAY - CLEAF LIN			Yes	2017-126512	CLOSED CAD CALL
Feb-07-2017	14:58:27	126655	MVC - NON-REPORTABLE			Yes	2017-126655	TRACS CRASH REPORT
Feb-07-2017	15:08:52	126685	ALARM - BURGLA/CANCELLED BY CO			Yes	2017-126685	CLOSED CAD CALL
Feb-07-2017	17:12:12	127131	ALARM - PANIC /ALARM FALSE FAU			Yes	2017-127131	CLOSED CAD CALL
Feb-07-2017	18:16:20	127335	MVC - NON-REPORTABLE			Yes	2017-127335	TRACS CRASH REPORT
Feb-07-2017	18:21:42	127339	MVC - NON-REPORTABLE			Yes	2017-127339	TRACS CRASH REPORT
Feb-07-2017	20:41:30	127720	DISTURBANCE/NOISE COMPLAINT			Yes	2017-127720	GENERAL OFFENSE
Feb-08-2017	07:45:09	128536	MVC - NON-REPORTABLE			Yes	2017-128536	TRACS CRASH REPORT
Feb-08-2017	10:33:30	129347	THEFT			Yes	2017-129347	PAPER REPOR
Feb-08-2017	11:30:23	129633	BURGLARY OR ATTEMPTED BURGLARY			Yes	2017-129633	PAPER REPOR
Feb-08-2017	21:09:48	131940	ALARM - BURGLA/CANCELLED BY CO			Yes	2017-131940	CLOSED CAD CALL
Feb-08-2017	23:57:05	132242	SUSPICIOUS PER/SEE OFFICER			Yes	2017-132242	GENERAL OFFENSE
Feb-09-2017	05:29:08	132691	MVC - INJURIES/MVC - NON-REPOR			Yes	2017-132691	TRACS CRASH REPORT



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Feb-09-2017	05:47:43	132731	MVC - REPORTAB/MVC - NON-REPOR			Yes	2017-132731	TRACS CRASH REPORT
Feb-09-2017	07:33:19	133045	MVC - REPORTAB/MVC - NON-REPOR			Yes	2017-133045	TRACS CRASH REPORT
Feb-09-2017	09:19:33	133379	MVC - REPORTAB/MVC - INJURIES			Yes	2017-133379	TRACS CRASH REPORT
Feb-09-2017	11:34:00	133788	REFER TO OTHER AGENCY - PD			Yes	2017-133788	REFER
Feb-09-2017	12:09:25	133919	DOMESTIC - INAVDOMESTIC - OTHE			Yes	2017-133919	GENERAL OFFENSE
Feb-09-2017	12:13:00	133923	MVC - REPORTABLE, NO INJURIES			Yes	2017-133923	TRACS CRASH REPORT
Feb-09-2017	12:14:45	133931	911 HANG UP CALL			Yes	2017-133931	CLOSED CAD CALL
Feb-09-2017	13:06:08	134072	POLICE INFORMATION			Yes	2017-134072	CLOSED CAD CALL
Feb-09-2017	15:39:56	134518	MVC - REPORTABLE, NO INJURIES			Yes	2017-134518	TRACS CRASH REPORT
Feb-09-2017	17:30:55	134879	911 HANG UP CALL			Yes	2017-134879	CLOSED CAD CALL
Feb-09-2017	18:35:50	135062	REFER TO OTHER AGENCY - PD			Yes	2017-135062	CLOSED CAD CALL
Feb-09-2017	21:51:32	135432	MVC - NON-REPO/MVC - DUJ - NON			Yes	2017-135432	TRACS CRASH REPORT
Feb-09-2017	21:54:06	135437	DISABLED MOTOR/DISABLED MOTORI			Yes	2017-135437	CLOSED CAD CALL
Feb-10-2017	14:07:42	137503	MVC - NON-REPORTABLE			Yes	2017-137503	TRACS CRASH REPORT
Feb-10-2017	15:15:06	137675	INTERSTATE HIGHWAY - CLEAR LIN			Yes	2017-137675	CLOSED CAD CALL
Feb-10-2017	16:17:44	137887	DISABLED MOTORIST			Yes	2017-137887	CLOSED CAD CALL
Feb-11-2017	10:34:54	140345	MVC - REPORTABLE, NO INJURIES			Yes	2017-140345	TRACS CRASH REPORT
Feb-11-2017	18:44:48	141889	ROAD HAZARD - ANIMAL - DEBRIS			Yes	2017-141889	CLOSED CAD CALL
Feb-11-2017	20:17:58	142149	TOWED VEHICLE			Yes	2017-142149	GENERAL OFFENSE
Feb-11-2017	20:22:44	142164	ALARM - BURGLA/CANCELLED BY CO			Yes	2017-142164	CLOSED CAD CALL
Feb-12-2017	15:28:31	144279	MVC - HIT AND RUN, NO INJURIES			Yes	2017-144279	TRACS CRASH REPORT
Feb-12-2017	18:49:22	144710	POLICE INFORMATION			Yes	2017-144710	CLOSED CAD CALL
Feb-13-2017	01:24:06	145513	DISABLED MOTORIST			Yes	2017-145513	CLOSED CAD CALL
Feb-13-2017	07:39:05	145994	ROAD HAZARD - ANIMAL - DEBRIS			Yes	2017-145994	CLOSED CAD CALL
Feb-13-2017	09:05:37	146312	ROAD HAZARD - ANIMAL - DEBRIS			Yes	2017-146312	CLOSED CAD CALL



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Feb-13-2017	10:42:31	146824	TRAFFIC CONTROL			Yes	2017-146824	CLOSED CAD CALL
Feb-13-2017	11:15:01	146977	REFER TO OTHER AGENCY - PI			Yes	2017-146977	REFER
Feb-13-2017	13:32:52	147653	THEFT			Yes	2017-147653	PAPER REPORT
Feb-13-2017	18:41:28	148980	REFER TO OTHER AGENCY - PI			Yes	2017-148980	CLOSED CAD CALL
Feb-13-2017	18:43:32	148982	DISABLED MOTORIST			Yes	2017-148982	CLOSED CAD CALL
Feb-14-2017	07:33:33	150282	DISABLED MOTORIST			Yes	2017-150282	CLOSED CAD CALL
Feb-14-2017	08:16:36	150449	DISABLED MOTORIST			Yes	2017-150449	CLOSED CAD CALL
Feb-14-2017	10:30:14	151158	ALARM - BURGLAR/ALARM FALSE FAU			Yes	2017-151158	CLOSED CAD CALL
Feb-14-2017	12:36:57	151810	THEFT - FRAUD/THEFT			Yes	2017-151810	PAPER REPORT
Feb-14-2017	14:49:08	152362	MVC - REPORTABLE, NO INJURIES			Yes	2017-152362	TRACS CRASH REPORT
Feb-14-2017	16:03:38	152595	DEATH - NATURAL			Yes	2017-152595	GENERAL OFFENSE
Feb-14-2017	16:36:52	152741	SUICIDE - ATTE/DISTURBANCE/NOI			Yes	2017-152741	GENERAL OFFENSE
Feb-14-2017	20:27:34	153398	MVC - NON-REPORTABLE			Yes	2017-153398	TRACS CRASH REPORT
Feb-14-2017	20:39:31	153419	ALARM - BURGLAR/ALARM FALSE FAU			Yes	2017-153419	CLOSED CAD CALL
Feb-15-2017	06:37:24	154133	MVC - INJURIES/MVC - REPORTABLE			Yes	2017-154133	TRACS CRASH REPORT
Feb-15-2017	16:38:13	156747	MVC - NON-REPORTABLE			Yes	2017-156747	TRACS CRASH REPORT
Feb-15-2017	18:54:36	157224	MVC - REPORTABLE/DISABLED MOTORI			Yes	2017-157224	CLOSED CAD CALL
Feb-15-2017	19:25:11	157298	MVC - DELAYED REPORTING			Yes	2017-157298	CLOSED CAD CALL
Feb-16-2017	07:43:16	158426	INTERSTATE HIGHWAY - CLEAR LIN			Yes	2017-158426	CLOSED CAD CALL
Feb-16-2017	14:35:06	159883	MVC - INJURIES/MVC - REPORTABLE			Yes	2017-159883	TRACS CRASH REPORT
Feb-16-2017	14:59:54	159945	ALARM - BURGLAR/CANCELLED BY CO			Yes	2017-159945	CANCELLED
Feb-16-2017	15:08:50	159958	THEFT - FRAUD//IDENTITY THEFT			Yes	2017-159958	PAPER REPORT
Feb-16-2017	18:07:38	160530	SUSPICIOUS PER/DISTURBANCE/NOI			Yes	2017-160530	GENERAL OFFENSE
Feb-16-2017	18:38:19	160631	DOMESTIC - INADOMESTIC - OTHE			Yes	2017-160631	GENERAL OFFENSE
Feb-16-2017	20:34:22	160947	REQUEST ASSIST - LOCAL PD			Yes	2017-160947	CLOSED CAD CALL
Feb-17-2017	01:11:56	161489	ALARM - BURGLAR/ALARM FALSE FAU			Yes	2017-161489	CLOSED CAD CALL



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Feb-17-2017	05:51:51	161790	DISABLED MOTORIST ON ROAD			Yes	2017-161790	CLOSED CAD CALL
Feb-17-2017	07:37:01	161925	MVC - NON-REPORTABLE			Yes	2017-161925	TRACS CRASH REPORT
Feb-17-2017	11:02:47	162753	MVC - NON-REPO/MVC - REPORTABLE			Yes	2017-162753	TRACS CRASH REPORT
Feb-17-2017	12:24:01	163065	ALARM - BURGLAR/ALARM FALSE FAU			Yes	2017-163065	CLOSED CAD CALL
Feb-17-2017	14:32:33	163516	DEATH - UNKNOWN/REQUEST ASSIST			Yes	2017-163516	CLOSED CAD CALL
Feb-17-2017	17:17:42	164199	MVC - NON-REPO/MVC - REPORTABLE			Yes	2017-164199	TRACS CRASH REPORT
Feb-17-2017	18:32:40	164446	ROAD HAZARD - ANIMAL - DEBRIS			Yes	2017-164446	CLOSED CAD CALL
Feb-17-2017	23:05:59	165255	REQUEST ASSIST/SEE OFFICER			Yes	2017-165255	GENERAL OFFENSE
Feb-18-2017	12:43:00	167318	MVC - NON-REPORTABLE			Yes	2017-167318	TRACS CRASH REPORT
Feb-19-2017	15:15:05	171855	911 HANG UP CALL			Yes	2017-171855	CLOSED CAD CALL
Feb-19-2017	15:44:49	171960	SHOTS FIRED IN/DISTURBANCE(NO)			Yes	2017-171960	GENERAL OFFENSE
Feb-20-2017	06:49:26	173712	ROAD HAZARD - ANIMAL - DEBRIS			Yes	2017-173712	CLOSED CAD CALL
Feb-20-2017	17:41:53	176406	DISTURBANCE/NO/DOMESTIC SECURI			Yes	2017-176406	CLOSED CAD CALL
Feb-20-2017	18:10:23	176514	DOMESTIC SECURITY CHECK			Yes	2017-176514	CLOSED CAD CALL
Feb-20-2017	20:07:32	176917	SUSPICIOUS VEHICLE			Yes	2017-176917	GENERAL OFFENSE
Feb-20-2017	21:08:58	177117	911 HANG UP CALL			Yes	2017-177117	CLOSED CAD CALL
Feb-21-2017	08:46:27	178189	MVC - NON-REPORTABLE			Yes	2017-178189	TRACS CRASH REPORT
Feb-21-2017	09:18:59	178317	ALARM - BURGLAR/ALARM FALSE FAU			Yes	2017-178317	CLOSED CAD CALL
Feb-22-2017	07:23:27	181833	ROAD HAZARD - ANIMAL - DEBRIS			Yes	2017-181833	CLOSED CAD CALL
Feb-22-2017	16:21:28	184353	REFER TO OTHER AGENCY - PD			Yes	2017-184353	CLOSED CAD CALL
Feb-22-2017	16:38:44	184418	SEE OFFICER GO			Yes	2017-184418	GENERAL OFFENSE
Feb-22-2017	19:37:34	185135	ALARM - BURGLAR/ALARM FALSE FAU			Yes	2017-185135	CLOSED CAD CALL
Feb-22-2017	19:52:51	185182	MVC - REPORTABLE, NO INJURIES			Yes	2017-185182	TRACS CRASH REPORT
Feb-22-2017	23:58:29	185723	CRIMINAL MISCH/SEE OFFICER			Yes	2017-185723	GENERAL OFFENSE
Feb-23-2017	16:59:53	188302	THEFT - FRAUD/FORGERY			Yes	2017-188302	PAPER REPORT



PENNSYLVANIA STATE POLICE CAD Call Print Synopsis

Call Date	Time	Call Number	Call Type	Original/Final	Location	Founded	Report #	Cleared By
Feb-24-2017	08:14:52	190182	ALARM - BURGLAR	ALARM FALSE		Yes	2017-190182	CLOSED CAD
Feb-24-2017	09:04:05	190379	NO MVC - REPORT	AB/MVC - NON-REPOR		Yes	2017-190379	CALL TRACS CRASH REPORT
Feb-24-2017	10:08:24	190653	DOMESTIC SECURITY CHECK			Yes	2017-190653	CLOSED CAD CALL
Feb-24-2017	14:53:34	191814	ALARM - BURGLAR	CANCELLED BY CO		Yes	2017-191814	CLOSED CAD CALL
Feb-24-2017	15:25:54	191932	REFER TO OTHER AGENCY - PD			Yes	2017-191932	CLOSED CAD CALL
Feb-24-2017	20:27:08	193217	DISABLED MOTOR/	DISABLED MOTOR		Yes	2017-193217	CLOSED CAD CALL
Feb-25-2017	14:19:13	195716	ROAD HAZARD - ANIMAL - DEBRIS			Yes	2017-195716	CLOSED CAD CALL
Feb-25-2017	17:54:07	196333	SHOTS FIRED IN/DISTURBANCE/NOI			Yes	2017-196333	CLOSED CAD CALL
Feb-25-2017	23:24:16	197127	POLICE INFORMATION			Yes	2017-197127	CLOSED CAD CALL
Feb-25-2017	23:41:24	197162	TRAF VIOL ERRATIC DRIVER			Yes	2017-197162	CLOSED CAD CALL
Feb-26-2017	09:33:52	198062	DEATH - NATURAL			Yes	2017-198062	PAPER REPORT
Feb-26-2017	21:35:38	200116	DOMESTIC - IN /DOMESTIC - OTHE			Yes	2017-200116	GENERAL OFFENSE
Feb-27-2017	15:02:45	202960	POLICE INFORMATION			Yes	2017-202960	CLOSED CAD CALL
Feb-28-2017	09:32:20	205595	MVC - NON-REPORTABLE			Yes	2017-205595	TRACS CRASH REPORT
Feb-28-2017	13:46:59	206718	HARASSMENT - C/DISORDERLY COND			Yes	2017-206718	PAPER REPORT
Feb-28-2017	18:29:52	207496	REQUEST ASSIST - LOCAL PD			Yes	2017-207496	DUPLICATE CALL
Feb-28-2017	18:33:48	207512	REQUEST ASSIST - LOCAL PD			Yes	2017-207512	CLOSED CAD CALL

**WORCESTER TOWNSHIP BOARD OF SUPERVISORS BUSINESS MEETING
WORCESTER TOWNSHIP COMMUNITY HALL
FAIRVIEW VILLAGE, WORCESTER, PA
WEDNESDAY, FEBRUARY 15, 2017 – 7:30 PM**

CALL TO ORDER by Chair Caughlan at 7:36 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

PRESENT: SUSAN G. CAUGHLAN [X]
STEPHEN C. QUIGLEY [X]
ARTHUR C. BUSTARD [X]

INFORMATIONAL ITEMS

- Tommy Ryan, Township Manager, announced the Board of Supervisors did not meet in Executive Session following the Joint Meeting, as had been announced at the Joint Meeting. Mr. Ryan announced that following this evening's Business Meeting the Board of Supervisors will meet in Executive Session to discuss a personnel matter, in specific potential revisions to the terms of employment for certain Township employees, and a matter of potential litigation, regarding an application made to the Zoning Hearing Board.

PUBLIC COMMENT

- Jim Mollick, Worcester, commented on Member attendance at the Commonwealth Court, approval of the Township budget, and authorizations for specific expenditures.
- Chair Caughlan announced the Worcester Township 2017 Budget was recently awarded the Governor's Award for Local Government Excellence in Fiscal Accountability and Best Management Practices.

OFFICIAL ACTION ITEMS

- a) Consent Agenda – Chair Caughlan asked if any Member wished to remove an item from the consent agenda. There were no requests to remove an item from the consent agenda.

Supervisor Quigley made a motion to approve a consent agenda that includes (a) the Treasurer's Report and other Monthly Reports for January 2017, (b) bill payment for January in the amount of \$403,572.76; (c) the January 18, 2017 Work Session minutes; and, (d) the January 18, 2017 Business Meeting minutes. The motion was seconded by Supervisor Bustard.

Jim Mollick, Worcester, commented on the Township Solicitor's services and the Township Solicitor's bill for services, and a reimbursement made to a former Township employee.

By unanimous vote the Board adopted the motion to approve.

- b) Resolution 2017-05 – Mr. Ryan provided an overview of a proposed three-lot subdivision at 1631 Kriebel Mill Road.

Supervisor Bustard made a motion approve Resolution 2017-05, to grant Preliminary/Final Land Development Approval for the Coughlin Subdivision, 1631 Kriebel Mill Road. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- c) Resolution 2017-06 – Mr. Ryan provided an overview of a resolution to authorize the destruction of certain public records in accordance with Act 428 of 1968 and the *Municipal Records Manual*.

Supervisor Bustard made a motion approve Resolution 2017-06, to authorize the destruction of certain public records in accordance with Act 428 of 1968 and the *Municipal Records Manual*. The motion was seconded by Supervisor Quigley.

Dr. Mollick commented on document classifications listed on the resolution, meeting audio recording files and Right-to-Know files.

By unanimous vote the Board adopted the motion to approve.

- d) Resolution 2017-07 – Mr. Ryan provided an overview of a proposed application to the Montgomery County 2040 Implementation Grant Program for funds to construct a pedestrian trail and bridge at Defford Road Park.

Supervisor Bustard made a motion approve Resolution 2017-07, to approve the submission of a grant application to the Montgomery County 2040 Implementation Grant Program. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- e) waiver – Mr. Ryan provided an overview of a proposed waiver of land development to permit the construction of an entryway at the City Restaurant, 2974 Germantown Pike.

Supervisor Bustard made a motion approve a waiver of land development to permit the construction of an entryway at the City Restaurant, 2974 Germantown Pike. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- f) Agricultural Security Area – Mr. Ryan noted the Township had received applications to add two properties, 2045 Bethel Road and 1907 Berks Road, to the Worcester Township Agricultural Security Area.

Supervisor Bustard made a motion acknowledge receipt of applications made to add two properties, 2045 Bethel Road and 1907 Berks Road, to the Worcester Township Agricultural Security Area. The motion was seconded by Supervisor Quigley.

There was no public comment.

By unanimous vote the Board adopted the motion to approve.

- g) insurance – Mr. Ryan noted the Township had shopped property, liability and workers compensation insurances for Township employees for the coming policy year, and he recommended the Township obtain these coverages from the Delaware Valley Insurance Trust and the Delaware Valley Workers Compensation Insurance Trust.

Bob Solarz, Executive Director for the Delaware Valley Insurance Trusts, provided an overview of the Trusts and the Trusts' history, and he commented on a Trust design created to address the needs of its municipal clients.

Chair Caughlan commented on customer service. Mr. Solarz noted Trust staff who serve as a liaison between its members and insurance companies.

Supervisor Quigley inquired on coverages offered by various insurance companies. Mr. Solarz commented on the Trust's self-insured component, and its emphasis on rate stabilization. Supervisor Quigley commented on surpluses. Mr. Solarz noted a portion of these dollars are reserved for projected claims, and a portion is returned to the members in the form of dividends and rate stabilization contributions.

Supervisor Bustard inquired as to Trust membership. Mr. Solarz stated the Insurance Trust has 53 municipal, school district and authority members, and the Workers Compensation Trust and Health Insurance Trust have 70 and 135 members, respectively.

Mr. Solarz commented on reinsurance provisions.

Supervisor Bustard made a motion to obtain the property, liability and workers compensation insurances for Township employees from the Delaware Valley Insurance Trust and the Delaware Valley Workers Compensation Insurance Trust. The motion was seconded by Supervisor Quigley.

Karen Vavra, Worcester, commented on the Trusts' customer service.

By unanimous vote the Board adopted the motion to approve.

OTHER BUSINESS

- There was no other business discussed at this evening’s Business Meeting.

ADJOURNMENT

There being no further business brought before the Board, Chair Caughlan adjourned the Business Meeting at 8:20 PM.

Respectfully Submitted:

Tommy Ryan
Township Manager

DRAFT

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE 2017-263

**ORDINANCE APPROVING COLLECTION PROCEDURES AND
ADOPTING INTEREST AND SCHEDULE OF ATTORNEY FEES
AND CHARGES TO BE ADDED TO THE AMOUNT COLLECTED
AS PART OF UNPAID MUNICIPAL CLAIMS AND REAL ESTATE
TAXES FOR DELINQUENT ACCOUNTS**

WHEREAS, to be fair to all property owners in Worcester Township (the "Township"), it is necessary for the Township to recover promptly unpaid, delinquent sewer fees, real estate taxes and Township Code violations, if necessary, by legal proceedings; and,

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.* (the "Act"), authorizes the addition of attorney fees, charges, costs, expenses, commissions and fees to the total payable with respect to the unpaid, delinquent sewer fees, real estate taxes and Township Code violations, but only if the municipality involved has approved by ordinance a schedule of such fees; and,

WHEREAS, the Township has determined that it is in the best interest of all property owners and other residents to have vigorous enforcement of all delinquent and other unpaid charges, utilizing the procedures set forth in the Act, except in cases of serious hardship, which the Township will address on a case-by-case basis pursuant to uniform policies; and,

WHEREAS, the Township has reviewed the subject of interest and attorney fees for collection matters, and has determined that the fees set forth in the schedule hereby adopted are reasonable in amount for the services herein described.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED BY THE TOWNSHIP AS FOLLOWS:

1. Township Code Chapter 135, Article VI, is hereby repealed and replaced in its entirety with the following:

ARTICLE VI

Collection of Unpaid Municipal Claims and Real Estate for Delinquent Accounts

§ 135-31. Fees to be Added to the Unpaid Claims. The Township hereby approves the following fee schedule for the collection of unpaid, delinquent sewer fees, real estate taxes and Township Code violations (the "Unpaid Claims"), which fees shall be added to the Unpaid Claims.

- (a) Notice Expense. A charge of \$40.00 plus applicable postage shall be added to the Unpaid Claims for providing notice of fee shifting pursuant to § 7106 of the Act. The Township may hire a private company to perform this service and add the amount of this charge to the Unpaid Claims.

(b) Legal Fees.

Initial review and sending first demand letter	\$160.00
File lien and prepare satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Obtain re-issued writ	\$ 30.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 30.00
Prepare Motion for Alternate Service	\$250.00
Obtain vehicle identification number (VIN) for mobile home	\$ 35.00
Prepare discovery in preparation for trial	\$100.00
Prepare Pre-Trial Memorandum	\$150.00
Prepare Motion for Judgment for Want of Sufficient Affidavit of Defense pursuant to 53 P.S. § 7271	\$150.00
Prepare Default Judgment	\$175.00
Prepare Writ of Execution	\$800.00
Attendance at sale; review schedule of distribution and resolve distribution issues	\$400.00
Continue sheriff sale	\$ 50.00
Prepare Petition to Assess Damages	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Services not covered above	At an hourly rate between \$60.00-\$275.00 per hr.

(c) Collection Fees.

Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Guaranteed payoff fee	\$ 25.00
Handling fee for returned check	Bank charge, if any

§ 135-32. Costs to be Added to the Unpaid Claims. In addition to the fees set forth in paragraph 1 above, the reasonable and necessary out-of-pocket charges, costs, expenses, commissions and fees incurred in collection, including, but not limited to, postage, title searches, VIN searches, prothonotary fees and charges, and sheriff fees, shall be added to the Unpaid Claims.

§ 135-33. Credit Card and Debit Card Charges. The Township authorizes any attorney or private collector collecting the Unpaid Claims on behalf of the Township to accept payment of the Unpaid Claims by credit card or debit card. Where payment is made by credit card or debit card, any fees charged by the credit card or debit card company and/or the credit card or debit card servicing agent shall be charged immediately to the credit card or debit card used to make payment. This applies to credit card or debit card payments made by mail, telephone, over the internet, or in person.

§ 135-34. Interest. Interest will be assessed upon the Unpaid Claims at a rate of 10% per annum and added to the Unpaid Claims.

§ 135-35. Collection Procedures. The following collection procedures are hereby established in accordance with the Act:

- (a) At least thirty (30) days prior to assessing or imposing attorney fees in connection with the collection of an Unpaid Claim account, the Township or its designee shall mail or cause to be mailed, by certified mail, return receipt requested, a notice of such intention to the property owner or other entity liable for the account (the "Property Owner").
- (b) If the certified mail notice is undelivered, then, at least ten (10) days prior to assessing or imposing such attorney fees, the Township or its designee shall mail or cause to be mailed, by first class mail, a second notice to the Property Owner.
- (c) All notices required by this Ordinance shall be mailed to the Property Owner's last known post office address as recorded in the records or other information of the Township or such other address obtained by the Township from the county tax assessment office.
- (d) Each notice as described above shall include the following:
 - (i) The type of municipal claim or other charge, the year that it became due and the amount owed, including penalty and interest;
 - (ii) A statement of the Township's intent to impose or assess attorney fees no earlier than thirty (30) days after receipt of the first notice, or no earlier than ten (10) days after receipt of the second notice;
 - (iii) The manner in which the assessment or imposition of attorney fees may be avoided by payment of the account; and
 - (iv) The place of payment for accounts and the name and telephone number of the Township's representative designated as responsible for collection matters.

§ 135-36. Related Action. The proper officials of the Township are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Ordinance.

§ 135-37. Appointment of Solicitor. The Township appoints Michelle R. Portnoff, Esquire, as Solicitor for the limited purpose of collecting the Unpaid Claims and hereby authorizes her, and attorneys under her supervision, to sign any and all documents, including municipal claims and liens, on behalf of the Township.

2. Miscellaneous provisions.

- a. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.
- b. To the extent this Ordinance is inconsistent with the Code of Worcester Township, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
- c. This Ordinance shall become effective immediately upon enactment.

ENACTED AND ORDAINED by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 15th 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**

ORDINANCE 2017-264

**AN ORDINANCE AUTHORIZING THE PARTICIPATION OF WORCESTER
TOWNSHIP IN THE DELAWARE VALLEY WORKERS' COMPENSATION TRUST
IN ACCORDANCE WITH THE PENNSYLVANIA WORKERS' COMPENSATION
ACT AND THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW.**

The Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania do hereby **ENACT and ORDAIN:**

Section 1. That the Township Manager of Worcester Township is hereby authorized to execute the Delaware Valley Workers' Compensation Trust Agreement for the participation of the Worcester Township ("Township") in the Delaware Valley Workers' Compensation Trust, which Agreement is attached hereto as Exhibit "A" and is on file for inspection and review at the Township offices, 1721 Valley Forge Road, Worcester. This Agreement may be amended after the enactment of this Ordinance to conform to any requirements imposed by the Commonwealth of Pennsylvania and any of its agencies, including the Department of Labor and Industry, Bureau of Workers' Compensation.

Section 2. That the participation of the Township in the Delaware Valley Workers' Compensation Trust is authorized for the purposes of enabling the Township to reduce the cost of workers' compensation claims through its participation in a group self-insurance fund.

Section 3. That the Township delegates to the Delaware Valley Workers' Compensation Trust the authority to pay workers' compensation benefits on its behalf in accordance with the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act.

Section 4. That Commonwealth of Pennsylvania Department of Labor and Industry Bureau of Workers' Compensation has approved the issuance of a permit to the Delaware Valley Workers' Compensation Trust to operate as a group self-insurance fund subject to certain conditions.

Section 5. As an approved self-insurance fund, the Delaware Valley Workers' Compensation Trust will be responsible for the payment of workers' compensation claims on behalf of all Trust participants.

Section 6. As set forth in the Delaware Valley Workers' Compensation Trust Agreement, the following conditions, among others, apply to the participation of the Township in the Delaware Valley Workers' Compensation Trust:

- a) That the Trust shall consist of at least five homogeneous municipal participants organized as local government agencies under Pennsylvania law;
- b) That each participant satisfies all eligibility and admission requirements for membership in the Trust.
- c) That each participant pledges and agrees to appropriate funds to pay all its annual contributions and assessments which are required for the creation of a Fund maintained at a

level sufficient to pay all workers' compensation claims and related expense incurred by the Trust participants;

- d) That each participant agrees to jointly and severally assume and discharge the workers' compensation liabilities of each and every other participant in accordance with the Delaware Valley Workers' Compensation Trust Agreement when required to do so by the Department of Labor and Industry Bureau of Workers' Compensation;
- e) That each participant will institute any and all safety regulations, loss prevention measures or risk management procedures as may be required for the purpose of minimizing or eliminating work place risks to its employees;
- f) That each participant cooperate fully with the Trust's service and fiscal agents, attorneys, claims adjusters and any agents or employees of the Trust with respect to the investigation, defense and settlement of claims;
- g) That each participant designate a person to be responsible for all contacts with the Trust;
- h) That each participant provide any information to the Administrator or Board of Trustees as may be required to effect the purposes and objectives of the Trust; and
- i) That each participant comply with all applicable statutes and regulations governing the payment of workers' compensation claims, including, but not limited to, the Pennsylvania Workers' Compensation Act and any regulations promulgated thereunder.

Section 7. That the Township agrees to participate in the Delaware Valley Workers' Compensation Trust for a minimum period of two (2) years, subject to the terms and conditions of the Delaware Valley Workers' Compensation Trust Agreement. After the expiration of that minimum two-year period, each participant may withdraw under the following conditions as provided in the Delaware Valley Workers' Compensation Trust Agreement:

- a) An opinion is rendered by the Trust certified actuary that withdrawal will not result in the number of participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;
- b) That the withdrawing participant is not then in default of its obligation to pay premiums, contributions or assessments;
- c) That the withdrawing participant shall pay any additional assessments as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws;
- d) That the Board of Trustees shall have received a certification from the Trust actuary that the withdrawal of the participant will not impair the actuarial soundness of the Trust and, if any municipal debt has been incurred by the participants to finance any portion of the Trust reserves, an opinion is obtained from bond counsel that such withdrawal will not adversely affect the tax-exempt status of any interest paid and any debt incurred by the participants, or any legal entity created for the purpose of incurring such debt.
As used herein, the term "debt" includes any municipal bonds, certificate, letters of credit or other instruments of municipal indebtedness.

Section 8. The organizational structure of the Trust shall consist of a Board of Trustees, an

Administrator, a claims administrator/loss control consultant and various service agents appointed by the Board of Trustees in accordance with the Delaware Valley Workers' Compensation Trust Agreement and any By-Laws adopted pursuant thereto.

Section 9. As set forth in the Delaware Valley Workers' Compensation Trust Agreement, the funds required for the creation and operation of the Trust shall be provided by the participating municipalities through annual appropriations.

Section 10. The Delaware Valley Workers' Compensation Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including social security, for any of its employees.

Section 11. That the participation of the Township in the Delaware Valley Workers' Compensation Trust will be effective by February 17, 2017 or thereafter, as approved by the Board of Trustees.

Section 12. All contributions and assessments paid by the Township shall be made with funds appropriated by the Township for that purpose.

Section 13. As a condition of participating in the Delaware Valley Workers' Compensation Trust, the Township agrees to:

- a) Pay all annual contributions and assessments as may be required by the Board of Trustees;
- b) Appoint a representative to sit on the Board of Trustees and designate a contact person for the purpose of communicating with the Trust or its representatives;
- c) Not withdraw from the Trust for a period of two (2) years following its admission to the Trust, subject to the terms and conditions of the Delaware Valley Workers' Compensation Trust Agreement;
- d) Withdraw from the Trust only upon satisfaction of the conditions set forth in the Delaware Valley Workers' Compensation Trust Agreement;
- e) Perform all covenants contained in the Delaware Valley Workers' Compensation Trust Agreement and delegate to the Board of Trustees the powers and authorities enumerated in that Agreement;
- f) Comply with all the conditions set forth in the Delaware Valley Workers' Compensation Trust Agreement governing the handling and payment of claims, including the defense and settlement thereof;
- g) Appropriate the funds needed to pay all contributions and assessments as may be required by the Board of Trustees in accordance with the Delaware Valley Workers' Compensation Trust Agreement;
- h) Cooperate with the Trust, its agents or employees and provide the Trust with all information it needs for the operation of the Trust, including any underwriting or claims data which it may be requested by the Board of Trustees or their designee.

Section 14. This Ordinance is being enacted pursuant to The Pennsylvania Intergovernmental Cooperation Law (53 PA C.S.A. Section 2301, et seq.), the Pennsylvania Workers' Compensation Act (77 P.S. Section 1 et seq.), and the Second Class Township Code (53 P.S. Sections 66507 and 66512).

Section 15. All ordinances or resolutions or any part thereof, insofar as they are inconsistent with this Ordinance, are hereby repealed.

ENACTED AND ORDAINED by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 15th day of March, 2017.

FOR WORCESTER TOWNSHIP

By: _____
Susan G. Caughlan, Chair
Board of Supervisors

Attest: _____
Tommy Ryan, Secretary

EXHIBIT A

DELAWARE VALLEY WORKERS' COMPENSATION TRUST INTERGOVERNMENTAL AGREEMENT

This is the Delaware Valley Workers' Compensation Intergovernmental Agreement (the "Trust Agreement"), effective as of November 1, 1993, by and among various political subdivisions (as hereinafter defined) of the Commonwealth of Pennsylvania which are now and hereafter parties signatory to this Agreement and listed in Appendix "A" hereof, as may be amended from time to time. This Agreement is intended to amend and supersede the previous Trust Agreement which was effective as of January 1, 2008.

PREAMBLE

WHEREAS, certain political subdivisions (hereinafter referred to as "Participants") in the Commonwealth of Pennsylvania desire to create a group self-insurance trust fund for the payment of workers' compensation claims under the Pennsylvania Workers' Compensation Act, 77 P.S. §1, *et seq.*, as amended, and the Pennsylvania Occupational Disease Act, 77 P.S. §1201 *et seq.*;

WHEREAS, the Trust created under this Agreement shall be known as the Delaware Valley Workers' Compensation Trust;

WHEREAS, the Delaware Valley Workers' Compensation Trust hereby agrees to fully comply with the Pennsylvania Workers' Compensation Act, 77 P.S. §1 *et seq.*, as amended, and any regulations promulgated thereunder;

WHEREAS, this Agreement is being executed by the parties hereunder pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S.A. §§2301 *et seq.* and the Workers' Compensation Act, 77 P.S. §1, *et seq.*, as amended;

WHEREAS, this Agreement is also authorized by the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541 *et seq.*, and the Municipality Authorities Act of 1945, 53 Pa. C.S.A. 5301 *et seq.*;

WHEREAS, the Participants hereby delegate to the Delaware Valley Workers' Compensation Trust the authority and obligation to pay workers' compensation benefits on their behalf and discharge all of their liabilities under the Pennsylvania Workers' Compensation Act, 77 P.S. §1, *et seq.*, as amended, and the Pennsylvania Occupational Disease Act, 77 P.S. §1201, *et seq.*,

WHEREAS, the group self insurance fund and Trust created by this Agreement shall not be deemed an insurer or insurance company and shall not be subject to the provisions of any insurance laws and regulations, except as specifically otherwise provided in the Pennsylvania Workers' Compensation Act, 77 P.S. §1 *et seq.*, as amended and regulations promulgated thereunder;

WHEREAS, a Trust fund will be created through contributions by the Participants which fund shall be used for the payment of workers' compensation claims and related expenses incurred on behalf of each Participant. These funds shall be administered by a Board of Trustees in accordance with the terms and conditions of this Agreement;

WHEREAS, the Participants direct that the Trustees, pursuant to an independent fiduciary duty, collect, receive, hold, invest, reinvest, manage, dispose of, distribute, and otherwise to administer the Trust funds; and the Trustees have indicated their willingness to do so, all pursuant to terms of this Agreement;

WHEREAS, the Delaware Valley Workers' Compensation Trust is hereby designated as a "business trust" pursuant to 15 Pa. C.S.A. §9501, with the express understanding that such designation will not have any effect upon the tax exempt status of the Trust under federal or state law; and

WHEREAS, the Trustees and the Participants desire to establish the terms and conditions under which the Trust will be operated.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participants do hereby give and assign in trust the contributions made by them and all income and profits therefrom, and such other sums, income and profits as hereinafter may be made part of the Trust, to the Trustees, and the Trustees hereby accept the trusts herein contained and declare that they will hereby assume an independent fiduciary duty to administer, manage, collect, receive, dispose of, and distribute such trust property for the exclusive benefit of the Participants and their employees as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I - DEFINITIONS

1.01 Definitions.

The terms defined in this Section 1.01 and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 and said Preamble.

Actuary — The actuarial firm selected by the Trustees, whose duties shall include, but not be limited to, the evaluation of loss data submitted by eligible municipalities and the rendering of opinions and certifications of loss reserves and IBNR as required by the Board of Trustees in accordance with this Agreement and By-Laws.

Adjustments – A decrease or increase of a participating municipality's annual contribution as determined by the Board of Trustees in accordance with this Agreement and By-Laws.

Administrator – The individual responsible for the day to day operations of the Trust.

Application – The document(s) which must be submitted by all eligible municipalities for admission to the Trust, including, but not limited to, any underwriting or loss data, or any other information which an eligible municipality may be required to provide for admission to the Trust.

Assessments – Any additional payment(s) to the Trust which a participating municipality may be required to make as determined by the Pennsylvania Department of Labor and Industry Bureau of Workers' Compensation or the Board of Trustees in accordance with this Agreement and By-Laws if the Surplus is exhausted by the payment of claims, the accumulation of reserves and IBNR, or the payment of other expenses.

Board of Trustees – The independent governing body of the Delaware Valley Workers' Compensation Trust whose members or Trustees are selected in accordance with this Agreement and By-Laws. The Board of Trustees shall also serve the function of a "plan committee" as defined in the Pennsylvania Workers' Compensation Act, 77 P.S. §1 et seq., as amended.

By-Laws – The By-Laws governing the operation of the Trust as adopted and amended by the Board of Trustees in accordance with this Agreement.

Claims – All claims for workers compensation benefits made by the Participants' employees under the Pennsylvania Workers' Compensation Act, 77 P.S. §1 et seq., as amended and the Pennsylvania Occupational Disease Act, 77 P.S. §1201 et seq.

Contact Person – An individual designated by each participating municipality as a liaison between that municipality and the Board of Trustees, and the Trust's officers, employees or agents.

Contributions or Premiums – The annual payments made thereafter by each Participant upon admission to the Trust, which shall include premiums for commercial excess or reinsurance.

Deficit – When expenses, claims payments, claims reserves and claims incurred but not reported (IBNR) for any year, exceed the premiums collected for that year.

Dividends – As determined by an independent actuary, any distributable amounts in excess of that necessary for the payment of all workers' compensation claims during any Trust Year.

Effective Date – The date determined by the Trustees on which a municipality shall be deemed a participant in the Trust.

Executive Committee – The Executive Committee appointed by the Board of Trustees in accordance with Section 2.07 hereof.

Expulsion – The involuntary removal or termination of a participant from the Trust by action of the Trustees as provided in Section 3.05 hereof and any applicable By-Laws.

Fiscal Agent – A financial institution selected by the Board of Trustees to handle and invest the monies held in the various accounts administered by the Trust.

Fund – As used in this Agreement, the "Fund" is the group self insurance fund used to pool the Participants' workers compensation liabilities as approved by the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation.

Insurance – Various forms of commercial insurance coverage provided to participating municipalities or the Trust itself, including any excess, reinsurance or aggregate excess insurance coverage for the payment of workers compensation claims.

Participant – Any political subdivision of the Commonwealth of Pennsylvania eligible to participate in this Trust which becomes a party to this Agreement and the participation of which has not been terminated or cancelled in accordance with this Agreement and By-Laws.

Political Subdivision – Any county, city, borough, incorporated town, township, school district, vocational school district and county institution district, municipal authority or any other entity created by a political subdivision pursuant to law, as defined in Section 801 of the Pennsylvania Workers' Compensation Act, 77 P.S. §1036.1.

Permit – The document issued by the Pennsylvania Department of Labor and Industry Bureau of Workers' Compensation which authorizes the Trust to operate as self insurer or a group self-insurance fund under the Pennsylvania Workers' Compensation Act, 77 P.S. §1 et seq., as amended.

Rate Stabilization Fund – A fund established by the Trust which can be used by Participants to defray the cost of their annual contributions or premiums.

Service Agents – One or more service companies or consultants employed by the Trustees to be responsible for underwriting matters, claims administration, loss control, accounting and such other duties as determined by the Board of Trustees and specified by contract.

Service Contract – Any contract for service between the Trustees and a Service Agent.

Surplus – Net worth of the Trust since its inception.

Termination – The voluntary withdrawal of a Participant from the Trust in accordance with Section 3.03(b) hereof.

Termination Contribution – Payment required of all Participants who are expelled from the Trust, as determined by the Board of Trustees.

Trust – The Delaware Valley Workers' Compensation Trust.

Trust Coverage Document or Coverage Document – The document which describes the type of claims to be paid from the Trust funds, which claims shall include workers compensation benefits payable pursuant to the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act.

Trust Year – The first fiscal year of the Trust shall be from January 1 to December 31 of each year or any other period determined by the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation.

Trustee – Each person serving as a member of the Board of Trustees referred to from time to time, collectively as the "Trustees" or "Board of Trustees" or "Board".

Underwriting Consultant – Advisor or firm selected to assist the Trust with underwriting and rating requirements for current Participants and new applicants. The underwriting consultant shall consult with the Trust Actuary as needed and as required.

1.02 Interpretation.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning, or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II - TRUSTEES

2.01 Qualifications of a Trustee.

A Trustee shall be either (1) an elected or appointed official of a Participant, including any Township or Borough Managers, or (2) an employee of a Participant with expertise in finance or risk management. A Trustee shall not be employed by or have any direct or indirect financial interest in any Service Agent or other organization providing services to the Trust. A Trustee shall act in an independent fiduciary capacity in fulfilling his or her obligations under this Agreement.

2.02 Composition of Board of Trustees.

The Trust shall be governed by a Board of Trustees, which shall consist of a representative from each Participant. No Participant shall be represented by more than one Trustee on the Board of Trustees. However, a Participant may authorize its Trustee to appoint an Alternate for a scheduled meeting or event of the Board. An Alternate shall have the full voting rights and powers granted to the Trustee.

2.03 Election of Trustees.

The initial Board of Trustees shall provide in the By-Laws for the form and method of election of subsequent Trustees.

2.04 Resignation of a Trustee.

A Trustee may resign by giving at least thirty (30) days prior notice in writing sent by registered mail to the Chairperson of the Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date.

2.05 Removal of Trustees.

A Trustee may be removed from office in accordance with the By-laws if he fails, or subsequently ceases, to meet the qualifications of Section 2.01 hereof; and may be removed if he fails to attend three (3) consecutive meetings of the Board or is terminated for cause by a 2/3 vote of the Trustees. Upon removal of a Trustee, the position shall be filled pursuant to Section 2.06 hereof.

2.06 New Trustees.

- (a) In the event a Trustee resigns, is removed or is otherwise unable to serve, the municipality represented by that Trustee shall appoint a replacement to complete the original Trustee's term of office.
- (b) Any Trustee, upon leaving office, shall forthwith turn over and deliver to the principal office of the Trust, any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Board Chairperson and Executive Committee.

The Trustees shall elect a Chairperson of the Board by simple majority vote whose duties shall be set forth in the By-Laws. The Trustees shall also appoint an Executive Committee by majority vote consisting of not less than five (5) Trustees, two of whom will be the Chairperson and Vice Chairperson of the Board of Trustees. The Trustees may delegate in writing to the Executive Committee such powers and duties as the Trustees deem appropriate and desirable except the exercise of those powers for which a two thirds majority vote of the Trustees is required. The Executive Committee shall meet as determined by the Chairperson of the Board of Trustees.

ARTICLE III - PARTICIPANTS

3.01 Eligibility Requirements.

- (a) Participation in the Trust shall be limited to "political subdivisions" of the Commonwealth of Pennsylvania as that term is defined in Section 1.01 and under Section 801 of the Pennsylvania Workers' Compensation Act, 77 P.S. §1036.1.
- (b) Each Participant shall meet the underwriting standards established by the Board of Trustees, and any requirements established by the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation.
- (c) Each Participant shall have a loss or claims history which does not present an undue risk to the actuarial soundness of the Trust.
- (d) Each Participant must receive a positive recommendation from the Underwriting Consultant or loss control manager prior to acceptance. This recommendation will be based upon a loss projection and a loss control survey which will include an evaluation of the applicant's risk management procedures.
- (e) Each applicant must be professionally managed, utilizing International City Management Association ("ICMA") Recognition Criteria or satisfy equivalent management criteria adopted by the Executive Committee.
- (f) Each successful applicant must comply with the guidelines established by the underwriting consultant employed by the Trust. Each applicant must agree to make a commitment to participate in the Trust for a minimum period of at least two (2) years, which period is necessary to assure the fiscal and actuarial soundness of the Trust.
- (g) The Board of Trustees may establish additional requirements for participation in the Trust by majority vote.

3.02 Approval of Participants.

- (a) All applicants must be approved by two thirds (2/3) majority vote of the Board of Trustees. The Administrator must certify in writing that the successful applicant has met all the criteria for admission to the Trust.
- (b) All applicants, including initial Participants, must pay an application fee which shall be based upon the actual cost of processing the application and completing the loss control survey for each applicant.
- (c) Each application must contain the following information: underwriting and claims data for a three (3) to five (5) year period prior to submission of the application; detailed information regarding the organization, personnel and administration of the applicant as requested by the underwriting consultant; names of all previous insurers and premium data for the three (3) year period prior to submission of the application; operating budgets and other financial information as may be required by the underwriting consultant for a period of one to five (5) years prior to submission of the application; and any other information required by the Board of Trustees or any of the Trust's officers, attorneys, service agents, consultants or employees.

(d) Each Participant shall submit evidence satisfactory to the Trustees of approval for participation by its governing body, including any ordinances which may be required under state law.

(e) Upon approval of all subsequent Participants by the Board of Trustees, the Board shall establish the effective date for that Participant's participation in the Trust.

3.03 Contributions.

Annual contributions shall be established by the Trustees in consultation with the underwriting consultant in compliance with the Pennsylvania Workers' Compensation Act, 77 P.S. § 1, et seq., as amended, and any regulations promulgated thereunder. Annual contribution estimates shall be established at least thirty (30) days before commencement of the Trust Year for which that contribution applies, or as determined by the Pennsylvania Department of Labor and Industry Bureau of Workers' Compensation.

Contributions shall be due and payable as determined by the Trustees, in accordance with this Agreement, the Trust By-Laws, and the Pennsylvania Workers' Compensation Act, 77 P.S. § 1, et seq., as amended, and any regulations promulgated thereunder.

3.04 Obligations, Duties and Liabilities of Participants.

(a) Each Participant agrees to fulfill all obligations and duties set forth in this Agreement. The withdrawal or expulsion of any Participant shall not affect this Agreement nor the Trust created herein, except where otherwise expressly provided.

Each Participant agrees to jointly and severally assume and discharge liabilities arising under the Pennsylvania Workers' Compensation Act, 77 P.S. § 1, et seq., as amended, and the Pennsylvania Occupational Disease Act, 77 P.S. § 1201, et seq., of each and every other party to this Agreement.

Each Participant is liable under this Agreement for the payment of contributions and assessments when due, and agrees to make an initial contribution upon admission to the Trust.

Each Participant will appropriate funds for the payment of any contributions and assessments required by the Trust.

Each Participant agrees to institute any and all reasonable safety regulations and loss prevention procedures that may be required by the Executive Committee or the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation for the purpose of minimizing or eliminating hazards or risks that could contribute to losses.

Each Participant agrees that it will cooperate fully with the Trust's service agent(s), attorneys, claims adjusters and any other agent or employee of the Trust in relation to the purpose and powers of the Trust, including, but not limited to, the investigation, defense and settlement of claims.

Each Participant agrees to designate a Contact Person to be responsible for all contacts with the Trust. The Trustees, the Administrator and the service agent(s) shall not be required to contact any other individual except the Contact Person in dealing with the Participant. Any notice to or any agreements with the Contact Person shall be binding upon the Participant. Each Participant reserves the right to change the Contact Person from time to time by giving written notice to the Administrator.

The Participants agree that any claim or suit brought against them shall be defended in the name of the Participant by counsel selected by the Trustees. Full cooperation shall be extended by such Participant to supply any information needed or helpful in such defense.

The Participants will furnish to the Trustees such underwriting information as may be required by the Trust prior to the end of the Trust Year, and any other information which may be requested by the Board.

Participants hereby acknowledge and agree that this Agreement may be amended, altered or modified pursuant to Article VIII hereof. Any amendment adopted pursuant to the provisions of Article VIII hereof shall be considered by each Participant to be a reasonable and proper amendment to the Agreement.

(k) The Participants also agree to submit all coverage disputes to the appropriate subcommittee of the Board of Trustees, whose decisions shall be appealable to the entire Board.

(l) The Participants further agree that once an adverse decision is rendered by the Board in any coverage dispute, and the dispute cannot be resolved by the parties, then the decision of the Board of Trustees shall be final, with no further right to challenge that decision before any arbitration panel or court of competent jurisdiction. That notwithstanding, the Participants and the Trust reserve the right to file an action in such a court solely to enforce the decision by the Board. The same is true for all decisions by the Board of Trustees involving the expulsion or withdrawal of a Participant.

3.05 Expulsion and Withdrawal of Participants.

(a) Expulsion. The Trustees shall have the authority by an affirmative vote of two thirds (2/3) of all Trustees to expel any Participant from the Trust for cause, based upon any of the following:

Failure to pay any premiums, contributions or assessments when due;

Failure to implement a reasonable safety or loss prevention program or other failure to implement guidelines required by the loss control consultant or manager hired by the Trust;

Failure to cooperate with any loss control service and fiscal agents of the Trust or with any attorney representing that Participant in the defense of any covered claim;

Failure to provide any information requested by the Administrator, Board of Trustees or any agent or representative of the Trust as required for the handling, settlement or defense of any covered claims;

Knowing and willful failure to observe and perform any covenants, conditions in this Agreement and any other agreement between the Participant and the Trust;

The filing of a case in bankruptcy, or the subjection of any right or interest of a Participant under this Agreement to any execution, garnishment, attachment, adjudication of such Participant as a bankrupt, assignment by such Participant for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to that Participant in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar state or federal statute which may thereafter be enacted;

The assignment by a Participant of any right or interest in this Trust Agreement without first obtaining the approval of two-thirds of the Board of Trustees;

Knowingly taking any action detrimental to the fiscal and/or actuarial soundness of the Trust; or

Failure to comply with the Pennsylvania Workers' Compensation Act, 77 P.S. § 1, et seq., as amended, or any regulations promulgated thereunder.

Expulsion shall become effective after sixty (60) days written notice to the Participant, or ten (10) days written notice for non payment of contributions or assessments and no liability shall accrue to the Trust after the effective date of expulsion except as provided in Section 3.05(c) hereof. A terminated Participant shall remain fully obligated for claims incurred during the period of its participation in the Trust, including the payment of any assessments and a Termination Contribution, in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.

The Participant whose expulsion is sought shall have a full and fair opportunity to appear before the Board of Trustees and present any evidence on its behalf before the Board renders its decision. All decisions by the Board of Trustees regarding expulsion of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

The Participant, upon notification of expulsion of coverage by the Trustees, understands that its participation in this Trust will terminate and the Participant will retain responsibility for the payment of all workers' compensation claims in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.

Upon expulsion, a Participant shall forfeit any and all rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon expulsion, a Participant will be required to pay a Termination Contribution and may be required to pay additional assessments after expulsion as determined by the Board of Trustees upon recommendation of the Executive Committee. A Participant may be required to make additional payments, including assessments, after the effective date of its expulsion caused by deficits which occurred because of claims which were incurred while that Participant was a member of the Trust. A claim is "incurred" when the employee injury occurs and not when a claim is made for that injury.

The Trust shall immediately notify the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation in the event that the expulsion of a Participant causes the Trust to fail to meet any requirements imposed upon it by the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.

Withdrawal by a Participant. As provided herein, each participating municipality hereby agrees that it shall not withdraw from the Trust for a period of two (2) years from the date upon which it was first admitted as a Participant. In addition, it is also agreed that each Participant may withdraw from the Trust after giving at least one hundred twenty (120) days prior written notice to the Trust Administrator at any time after the expiration of the two year period, which withdrawal will be effective on the first day of the following year unless:

An opinion is rendered by the Trust's actuary that such withdrawal will result in the number of Participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;

That the withdrawing municipality is then in default of its obligation to pay any contributions or assessments; and

The Board of Trustees shall have received a certification, from the Trust actuary that the withdrawal will reduce the actuarial soundness of the Trust, and if any municipal debt has been incurred by the Participants to finance any portion of the Trust reserves, an opinion is obtained from bond counsel that such withdrawal will adversely affect the tax exempt status of any interest paid on any debt incurred by the participating municipalities, or any legal entity created for the purpose of incurring such debt. As used herein, the term "debt" includes any municipal bonds, certificates, letters of credit or other instruments of municipal indebtedness.

Any Participant who withdraws from the Trust shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon the effective date of withdrawal, or at any time thereafter, a Participant may be required to pay additional assessments as required by the Board of Trustees in accordance with this Agreement and the By-Laws based upon any deficits which were caused by any claims paid while that Participant was provided coverage by the Trust. A claim is "incurred" when an employee injury occurs and not when a claim is made for that injury.

If there is a dispute over the withdrawal of a Participant, that Participant will have a full and fair opportunity to present any relevant evidence or information to the Board of Trustees who shall decide the dispute by majority vote. All decisions by the Board of Trustees regarding the withdrawal of a Participant shall be final, with no right for a further appeal or arbitration of that decision. A withdrawn Participant shall remain fully obligated for claims incurred during the period of its participation in the Trust, including the payment of any assessments and a Termination Contribution, in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.

The Trust shall immediately notify the Pennsylvania Department of Labor and Industry Bureau of Workers' Compensation in the event that the withdrawal of a Participant causes the Trust to fail to meet any requirements imposed upon it by the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.

(c) Liability of Trust after Withdrawal or Expulsion of a Participant.

(1) The Trust shall continue to service, defend and otherwise be responsible for any claim which occurred prior to expulsion or withdrawal of a Participant which is covered under Section 13.08 hereof.

The Trust will not pay, defend, or otherwise be responsible for, a claim which arises out of an injury which occurs after the effective date of the Participant's withdrawal or expulsion.

In addition to forfeiture as provided in subsections 3.05(a) and (b) above, no dividends or Rate Stabilization Fund monies shall be paid to a Participant who has been expelled from the Trust or to any Participant who has voluntarily withdrawn after the effective date of withdrawal or expulsion.

ARTICLE IV - TRUSTEES' OBLIGATIONS

4.01 Acceptance.

Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trusts in accordance with the terms and conditions of this Agreement. Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust subject to their independent fiduciary obligations under this Agreement.

4.02 Future Trustees.

Whenever any change shall occur in the Board of Trustees, the legal title to the property hereby created by this Trust shall pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the Office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations.

The Trustees shall discharge their independent fiduciary duties and obligations under this Agreement solely in the interests of the Participants with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Trustees shall adopt By-Laws for the management and control of the Trust, so long as such By-Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. Said By-Laws may be amended by the Trustees as they shall provide.

4.04 Liability of Trustees.

The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them, in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.

Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and property of the Trust available for payment under such contract, or for the payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participants, present or future, shall be personally liable therefore.

Notwithstanding the provisions of (a) and (b) above, a Trustee shall be personally liable in connection with the performance of his duties hereunder for his own willful misconduct or gross negligence.

The Board of Trustees shall use their best efforts to purchase so called directors and officers liability insurance.

ARTICLE V - OPERATION OF THE TRUSTEES

5.01 Office.

The Trustees shall designate a principal office of the Trust. Such principal office shall be in the County of Montgomery in the Commonwealth of Pennsylvania. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings.

There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. At the annual meeting the Trustees shall elect a Chairperson and such other officers as provided in the By-Laws and transact such other business as may come before them. The Trustees shall hold such other meetings and shall establish such procedures for the conduct of those meetings as they shall provide in the By-Laws.

5.03 Extraordinary Votes.

An affirmative vote of two thirds (2/3) of all Trustees shall be required to expel or admit a Participant, amend this Agreement (except as otherwise provided in Art. XI), or determine a prudent or necessary purpose for which money from the Surplus may be used.

5.04 Indemnification.

The Trust shall indemnify and defend : (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate, executor, administrator, personal representatives, heirs, legatees or devisees of such person; against all claims, suits or judgments including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses, including attorneys' fees and any other liability that may be incurred as a result of any claim, action, suit or proceeding, whether civil administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into, if done or omitted in good faith without intent to defraud and within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of and in connection with the administration, management, conduct or affairs of the Trust. Provided, however, that if any such claim, action, suit, or proceeding is compromised or settled, it must be done with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to subparagraph (d) of this Section.

Such indemnification and defense shall not depend upon whether or not such person is a member of the Board of Trustees at the time such claim, action, suit or proceeding is begun, prosecuted or threatened.

The right of indemnification and defense here under shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.

In each instance in which a question of defense and/or indemnification hereunder arises, determination to indemnification hereunder, and the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the person seeking indemnity under this Section, or to preclude any such person from appealing an adverse determination against him or it, or from instituting legal proceedings to enforce a right of indemnification under this Section.

The indemnification and defense provided for in this Section shall be deemed to be an expense of the Trust which may be paid from the operating funds. .

The indemnification and defense provided by this Section shall be secondary to any benefits which the person may be entitled to receive from any applicable insurance policy providing Directors and Officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a trustee at his or her own expense.

(1) Notwithstanding any other provision of this Section to the contrary, a person may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of subparagraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.

In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include such limitations as may be deemed appropriate in the particular circumstances on rate of payment, the total amount to be advanced and the security, if required, for repayment of such advances.

Any advance authorized hereunder shall be repaid to the Trust if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses under the provisions and in accordance with the standards for indemnification provided in this Section.

ARTICLE VI - PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purposes of Trust

The purposes and objectives of the Trust are as follows:

To assure the payment of workers' compensation benefits by each Participant through the creation of a common fund established for that purpose in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder;

To minimize costs incurred by participating municipalities in the handling and payment of workers compensation claims;

To protect each participating municipality from the volatility and high premiums of the commercial insurance markets; and

To take whatever other action which may be necessary to preserve and protect the fiscal and actuarial integrity of the Trust, as required in the Trust Agreement and By-Laws.

It is the express intent of the Participants entering into this Agreement that they do not intend to waive, and are not waiving, any of the immunities which they or their commissioners, supervisors, council persons, officers or employees have now, and may have in the future, under the Pennsylvania Political Subdivision Tort Claims Act, any other applicable statutes or under the common law.

6.02 Powers of Trustees

The Trustees shall have the power to control and manage the Trust and to; perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participants. In addition to the powers set forth elsewhere in this Agreement, the powers and duties of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

- a) To see that the Trust is safely and prudently administered to insure its financial stability in accordance with all applicable statutes and regulations and to be responsible for the investment of Trust monies at the best return possible in accordance with all applicable state and federal law.
- b) To receive, hold, manage, invest, reinvest, and control all monies at any time forming part of the Trust.
- c) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.
- d) To borrow or raise money for the purpose of financing any self insurance reserves of the Trust to the extent authorized under state and federal law. However, no municipal debt shall be incurred by the Trust, its participating municipalities or any entity created for that purpose without the consent of all participating municipalities and compliance with all state and federal law.
- e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- f) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including, but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.
- g) To employ suitable agents, advisors and other persons as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and employees and to charge the expense thereof to the Trust. Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney or Service Agent approved by the Trustees in the exercise of reasonable care. Trustees shall not be responsible for any loss or damage resulting from any action or non action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the By-Laws or the written minutes of the Trustees' meetings.
- h) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretion, rights and duties conferred or imposed upon the Trustees hereunder, or by law.
- i) To construe and interpret this Agreement and any related documents.
- j) To receive from Participants and other relevant sources, such information as shall be necessary for the proper administration of the Trust.
- k) To maintain bank accounts for the administration of the Trust and to authorize certain Trustees, the Trust Administrator, Service Agent or other appropriate persons to make payments from any such account for purposes of the Trust.
- l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.

- m) To adopt By-Laws, rules, regulations, formulas, rates, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including membership criteria, provided the same are consistent with the terms of this Agreement.
- n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.
- o) To purchase as a general administrative expense of the Trust so called directors' and officers liability insurance and any other types of insurance for the benefit of the Trust, the Trustees, Trust employees, or agents, including group insurance, employee benefits and social security.
- p) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on Participants and Participants' employees. All such contracts and agreements, or other legal documents herein authorized, shall be approved by the Trustees and shall be executed by individuals authorized by the Trustees. This paragraph does not apply to the issuance of municipal debt for the funding of any self insurance reserves.
- q) To write off as uncollectible any Participant's contribution or any other indebtedness or other obligation as the Trustees may deem appropriate. A decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the unlikelihood of collection or the anticipated expense of collecting justifies such action. This paragraph does not apply to the issuance of municipal debt for the funding of any self insurance reserves.
- r) To receive premiums, contributions or assessments from any source whatsoever but such premiums, contribution or payments may not be utilized for any purpose unrelated to the purposes herein provided.
- s) To pay or contest any claim or to settle a claim by or against the Trust or any of its Participants by negotiation, compromise, arbitration, or otherwise.
- t) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- u) To review Applications for memberships in the Trust submitted to them and to approve or disapprove such Applications.
- v) To expel or cancel the coverage of any Participant in accordance with the terms of this Agreement.
- w) To amend the Agreement and By-Laws as provided herein.
- x) To make provision for proper accounting and reporting procedures for each of the Participants so that the Participants shall be informed at all times of the nature of the claims arising within their jurisdiction, the manner in which these claims are being handled, and the impact of those claims upon the Trust.
- y) To purchase an employee fidelity bond covering the Trustees, the Administrator and such others as the Trustees may determine.
- (z) To require assessments from each Participant in an amount equal to the ratio of that Participant's annual contribution to the total annual contributions paid by all Participants in the year in which a deficit occurred. Such amounts shall be certified by the Board as necessary for that purpose to the Participants.
- (aa) To hold all property received by the Trustees, which together with the income and gains therefrom and additions thereto, shall constitute the corpus of the Trust.
- (bb) To appoint for a fee or otherwise, a Trust Administrator who shall act at the direction of the Trustees to implement the decisions of the Trustees and to have direct responsibility for the operation and supervision of the Trust. The Trust Administrator shall not be an owner, officer or employee of the Service Agent or broker of the Trust.
- (cc) To employ and oversee one or more independent service companies and/or consultants to act as Service Agent(s). The services of a Service Agent shall be performed pursuant to a written agreement between the Service Agent and the Trust, and the Service Agent (s) shall be compensated from the Trust for such services. The Trustees may delegate to a Service Agent responsibility for underwriting matters, claims administration and disbursement, collection of Premiums, and other duties as are specified in the Service contract. The Trustees shall require any Service Agent who handles monies of the Trust to furnish an employee fidelity bond indemnifying the Trust. The proper limit of liability to be set for such bond shall be as determined by the Trustees, but not less than a fifty thousand (\$50,000) dollar limit per loss should be established.
- (dd) To employ counsel to advise and represent the Trustees on legal matters relating to the operation and administration of the Trust, and represent Participants in the defense of claims or suits.
- (ee) To employ an independent certified public accountant to conduct an annual audit of the financial statements of the Trust at the close of the Trust Year, such audit report to be submitted to the Participants no more than six (6) months after the close of the Trust Year.
- (ff) To employ a Fiscal Agent and delegate to it the duties to hold the monies of the Trust and to invest and reinvest all or part of the principal and interest of the General Operating Fund and the Surplus Fund in accordance with the requirements of this Agreement. Those monies shall be invested in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.
- (gg) To appoint any subcommittees of the Board as may be necessary for the operation of the Trust.
- (hh) To employ an actuarial firm to review, at least annually, the expected losses, IBNR calculations and recommend surplus requirements for the Trust.
- (ii) To resolve all coverage disputes between Participants and the Trust and any disputes regarding the withdrawal or expulsion of any Participants; and
- (jj) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary in the best interests of the Trust.

6.03 Payment of Claims and Coverage Disputes.

The Executive Committee shall be responsible for adopting guidelines for the handling and payment of claims. The decision of whether to settle or pay a claim shall be made in the first instance by the manager responsible for claims handling, acting under the general supervision of the Trust Administrator. The decision to settle or defend a claim may then be reviewed by the Executive Committee, whose decision may be reviewed by the Board of Trustees at the request of the Participant. A decision by the entire Board to settle a particular claim made against a Participant shall be final. A refusal by a Participant to consent to such a settlement or execute the documentation required to effect a

settlement, shall, upon payment by the Trust of the settlement amount, relieve the Trust from any further obligation to pay that claim or otherwise represent the interests of that Participant.

Any disputes between a Participant and the Trust as to whether a particular claim is covered shall be decided in the first instance by the Board of Trustees or designated subcommittee. Decisions may be reviewed by the entire Board at the request of the Participant. A decision by a majority of the Board disclaiming or denying coverage for a claim made against a Participant shall be final and legally binding on the Trust and Participant, with no right to challenge the Board's decision before any arbitration panel or court of competent jurisdiction. That notwithstanding, the Trust and Participants reserve the right to file an action in such a court to enforce the Board's decision.

ARTICLE VII - OPERATION OF THE TRUST FUNDS

7.01 Payment of Contributions and Assessments.

Each Participant hereby agrees to make payments into various funds established under the Trust as set forth below:

(a) Initial Contribution - The initial payment made by all Participants upon their admission to the Trust.

(b) Annual Contributions - Annual contributions must be paid by each Participant. These contributions shall be established, and may be adjusted upward or downward on an annual basis, by the Executive Committee in accordance with this Agreement and the Trust By-Laws. Contributions shall be determined by the Executive Committee in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder and also comply with the guidelines adopted by the Executive Committee based upon the actual claims or loss histories of each Participant. Contributions shall include:

An amount to provide for losses and general operating expenses of the Trust; and

A contribution to Surplus, as required by the Executive Committee.

In accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, each Participant may pay its annual contribution in installments, except that the initial installment shall be not less than twenty five percent (25%) of the total annual contribution. The balance of the annual contribution may be paid to the Trust on monthly, quarterly or semi-annual basis as required by the Trust's By-Laws and as approved by the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation.

In accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, all annual contributions shall be based upon the annual payroll of the Trust Participants multiplied by the rates as utilized by the State Workmen's Insurance Fund minus any premium discounts.

The Trust may, however, establish its own rates with the approval of an independent actuary and the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation.

Assessments - Any additional payments to the Trust which a Participant may be required to make to the Surplus upon a finding by the Board and the underwriting consultant that the funds available for the payment of claims have been exhausted by, among other things, the payment of claims, claims reserves, IBNR reserves and expenses; and that such assessments are required to preserve the fiscal and actuarial soundness of the Trust and its ability to pay claims and otherwise satisfy any outstanding indebtedness. All assessments shall be made in an amount equal to the ratio of the Participant's annual contribution to the total annual contribution paid by all Participants in the Trust year or years in which a deficit occurred. Any such assessments shall not be greater than that needed to eliminate the deficit or deficiency in the General Operating and Surplus Funds. Until the recently enacted amendments to the Pennsylvania Workers' Compensation Act (referred to as "Act 44") apply to the Trust on August 1, 1994 any assessments for each Participant shall be capped in any single Trust Year at no greater than the annual contribution paid by that Participant for the Trust Year for which the assessment is being made. After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any assessments for any periods during which that Participant was provided coverage by the Trust.

Termination Contribution - Upon recommendation of the Executive Committee, the Board of Trustees shall determine the amount of the Termination Contribution due and owing on or after the effective date of a Participant's expulsion, as the Board of Trustees may determine. The Termination Contribution shall be sufficient to pay any outstanding contributions and any other expense and assessments due and owing on the effective date of the Participant's expulsion. An initial estimate of the Termination Contribution shall be determined by the Board of Trustees at least forty-five (45) days before the effective date of a Participant's expulsion, and a final Termination Contribution shall be determined no later than sixty (60) days after that effective date of the Participant's expulsion.

After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any additional contributions, including any assessments, for any period during which that Participant was a member of the Trust.

All contribution estimates and assessments shall be determined by the Board of Trustees at least forty five (45) days before the commencement of the Trust year during which those payments must be made by the Participants. This will permit the Participants to adequately budget and appropriate the sums needed for those payments.

7.02 Establishment of Bank Accounts under the General Operating Fund.

The Trust Administrator shall establish one or more checking accounts, which may be interest or non interest bearing accounts, with the Fiscal Agent in the name of the Trust.

7.03 Dividends and Rate Stabilization Fund.

(a) Dividends - Subject to Section 3.05 of this Agreement, any funds in Surplus as the Trustees may deem necessary or prudent, may be returned to the Participants by the Board of Trustees in accordance with a formula to be adopted by the Trustees and in compliance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder. Dividends paid to each Participant will be based upon the loss experience of the Trust as a whole, the size of each Participant's contributions, and the loss experience of the individual Participant. No dividends shall be paid to any Participant unless the Underwriting Consultant certifies to the Executive Committee that said dividends shall not adversely affect the fiscal or actuarial soundness of the Trust and its ability to satisfy any indebtedness incurred by the Trust, any Participant or any other entity on behalf of the Trust in furtherance of its purposes and objectives. When municipal debt has been incurred by the Trust, its Participants, or any other entity created for that purpose, an additional certification will be required from Bond Counsel that such dividends will not adversely affect the tax exempt status of any outstanding municipal debt.

(b) Rate Stabilization Fund ("RSF") - A fund established by the Board of Trustees as a way of returning surplus funds to Participants to be used as credits toward the payment of their annual contributions or premiums upon renewal. The total amount appropriated for the RSF is determined by the Executive

Committee. Each Participant receives a share of that appropriation based on their proportion of the total annual contributions or premiums paid to the Trust and the losses incurred by the Trust.

7.04 Deficits.

In the event of a deficit for any Trust Year, the deficit shall be made up from any of the following:

- (1) Any contributions paid by the Trust Participants;
- (2) Unencumbered funds, including monies from the Surplus; and
- (3) Any assessments paid by Participants as required by the Board of Trustees in the event the Surplus is also exhausted by, among other things, the payment of claims.

7.05 Bonds.

The Trustees shall require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees, including but not limited to individual Trustees, the Administrator and the Service Agent.

ARTICLE VIII - HEALTH AND SAFETY

8.01 Accident and Illness Prevention Program.

In accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder, the Trust shall establish an accident and illness prevention program. Such program shall include surveys, recommendations, training programs, consultants, analyses of accident causes and other related services for the prevention of workers' compensation claims and enhance the welfare of the Participants' employees.

ARTICLE IX - EXCESS INSURANCE REQUIREMENTS

9.01 Specific and Aggregate Excess Insurance.

In accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder, the Trust will purchase single accident (single occurrence) excess insurance and aggregate excess insurance unless this requirement is waived by the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation.

ARTICLE X - GUARANTY AGREEMENT AND ANNUAL REPORTS

10.01 Guaranty Agreement.

As required by the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder, the Trust shall execute a Guaranty Agreement with the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation which Guaranty Agreement is hereby adopted and incorporated by reference as though fully set forth herein.

10.02 Annual Reports.

The Trust shall submit an annual report to the Pennsylvania Department of Labor and Industry Bureau of Workers' Compensation in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.

ARTICLE XI - AMENDMENTS

11.01 Amendments Not Requiring Consent of Trustees. The terms and provisions of this Agreement may be amended at any time by a majority of the Executive Committee for one (1) or more of the following purposes:

To cure any ambiguity, defect or omission in this Agreement;

To change or modify any provision of this Agreement so as to comply with any applicable law, regulation or administrative ruling which may be in effect; or

11.02 Amendments Requiring Consent of the Trustees.

The Board of Trustees by a two thirds (2/3) vote may consent to and approve any other amendments to this Agreement as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering or amending, adding to or rescinding any of the terms or provisions contained in this Agreement, including, but not limited to, the inclusion of additional types of insurance coverages, subject to the limitations contained in Section 11.03 hereof. The Board shall prescribe rules and procedures for submission of proposed amendments to the Participants.

11.03 Limitation on Amendments.

No amendment shall be adopted which alters the basic purpose of the Trust or alters the rights of Participants to receive dividends as provided in Section 7.03 hereof or alters the obligation of Participants to pay any assessments or contributions which may be established under Section 7.05 hereof, which amendments would jeopardize the actuarial and fiscal soundness of the Trust.

ARTICLE XII - TERMINATION

12.01 Term of Trust.

The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two thirds (2/3) of the Participants, and duly approved by the Pennsylvania Department of Labor and Industry, Bureau of Workers' Compensation.

12.02 Termination of the Trust.

In the event of termination of the Trust, the Participants covenant and agree to make any provision for the payment of any outstanding municipal indebtedness and for the payment of claims against the Trust or its Participants as may be required by the Trustees,

including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participant shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE XIII - MISCELLANEOUS

13.01 Title to the Trust.

Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participant or any official, employee or agent of any Participant nor any individual shall have any right, title or interest in the Trust nor any right to Premiums made or to be made thereto, nor any claim against any Participant on account thereof, except to the extent of the right of Participants to receive their pro rata share of any excess funds as provided hereunder. No Participant may assign any right, claim or interest it may have under this Agreement.

13.02 Execution of Documents.

The Trustees may authorize any Trustee or the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

13.03 Notice.

All notices, requests, demands and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first class, registered or certified mail postage paid, return receipt requested, when personally delivered by hand, or when transmitted by cable, telex or telegraph, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands or other communications to the Trustees and each Participant shall be provided to the Administrator. The parties shall notify the Administrator as to any change in address.

13.04 Construction.

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

13.05 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, by the Trustees and the Chief Executive Officer of the local agency or municipality, of a counterpart signature page in the forms attached hereto, which together with this Agreement and all other duly executed signature pages shall constitute the complete Agreement among all the parties hereto.

13.06 Subrogation.

Each Participant agrees that in the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the Participant against any person or other entity legally responsible for damages for said loss, and in such event the Participant hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

13.07 Defense by Trust.

The Trust shall have a duty to represent all Participants with respect to the payment of workers' compensation claims, as required by law.

13.08 Limitation of Liability.

Liability of the Trust to any Participant is specifically limited to the payment of workers' compensation claims in accordance with the Pennsylvania Workers' Compensation Act, 77 P.S. §1, et seq., as amended, and any regulations promulgated thereunder.

Participants' liability shall be limited to the extent of the financial contributions to the Trust set forth herein, and any additional obligations as may come about through amendment hereto, including an obligation to repay any municipal debt as may be incurred by the Trust, its Participants or any entity created for that purpose. No Participant agrees or contracts herein to be held responsible for any claims in tort, contract or otherwise made against any other Participant. Nothing contained in this Agreement or in the By-laws thereto or the Coverage Document shall be deemed to create any relationship of surety, indemnification or responsibility between Participants for the debts of or claims against any other Participant.

13.09 Arbitration.

With the exception of any decisions by the Board disclaiming or denying coverage for any claim (s) made against any Participant, and decisions by the Board of Trustees regarding the expulsion or withdrawal of a Participant, all other disputes between a Participant and the Trust must be resolved by an arbitration panel or some other alternative dispute resolution entity selected by the parties in accordance with guidelines and procedures adopted by the Board of Trustees upon the recommendation of the Executive Committee. As to all disputes arising under this Agreement, neither the Trust nor the Participant may file suit in any court of law except to enforce a decision by the Board of Trustees, arbitration panel or other alternative dispute resolution entity.

13.10 General Representations of Participants.

The Participant is a body corporate and politic, a political subdivision of the Commonwealth of Pennsylvania, as defined under Pennsylvania law. The Participant has the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder. The party executing this Agreement on behalf of the Participant has full power and authority to execute same and any documents executed in connection herewith.

This Agreement has been duly and validly executed and is a valid and binding agreement on the Participant under the laws of the Commonwealth of Pennsylvania, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and such principles of equity as the court, in its discretion, may impose with respect to remedies which may require enforcement by a court of equity.

13.11 Severability of Invalid Provisions.

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Trustees, have executed this Trust Agreement, all as of the date above first mentioned.

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE 2017-265

AN ORDINANCE AUTHORIZING THE PARTICIPATION OF WORCESTER TOWNSHIP IN THE DELAWARE VALLEY INSURANCE TRUST FOR THE PURPOSE OF POOLING LIABILITY RISKS WITH OTHER TRUST PARTICIPANTS IN ACCORDANCE WITH THE PENNSYLVANIA POLITICAL SUBDIVISION TORT CLAIMS ACT AND THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW.

The Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania do hereby **ENACT and ORDAIN:**

Section 1. That the Township Manager of Worcester Township ("Township") is hereby authorized to execute the Trust Agreement and any other agreements necessary for its participation in the Delaware Valley Insurance Trust. The Delaware Valley Insurance Trust Agreement is attached hereto as Exhibit "A" and incorporated herein by reference. The Trust Agreement attached hereto is on file for inspection and review at the Township offices, 1721 Valley Forge Road, Worcester.

Section 2. That the participation of the Township in the Delaware Valley Insurance Trust is authorized for the following purposes:

- a) To provide adequate and affordable insurance coverage to each Trust Participant at the lowest possible cost by pooling or sharing of certain liability risks;
- b) To reduce the amount and frequency of losses incurred by each Trust Participant which are covered under the Trust Coverage Document;
- c) To minimize costs incurred by Trust Participants in the handling and litigation of claims; and
- d) To protect each Trust Participant from the volatility and high premiums of the commercial insurance market.

Section 3. As set forth in the Trust Agreement and as otherwise stated herein, the following conditions apply to the participation of the Township in the Delaware Valley Insurance Trust:

- a) That each Trust Participant must meet the admission and eligibility requirements set forth therein.
- b) That each Trust Participant agrees to pay all annual premiums, contributions and assessments when due as provided in the Trust Agreement and By Laws;
- c) That each Trust Participant uses its best efforts to provide appropriations for the payment of any contributions, premiums and assessments required by the Trust;
- d) That each Trust Participant institute any and all safety regulations, loss prevention measures or risk management procedures as may be required for the purpose of minimizing or

eliminating hazards or risk that could contribute to losses;

- e) That each Trust Participant cooperate fully with the Trust's service and fiscal agents, attorneys, claims adjusters and any agents or employees of the Trust with respect to the investigation, defense and settlement of claims;
- f) That each Trust Participant designate a contact person to be responsible for all contacts with the Trust;
- g) That each Trust Participant provides any information to the Administrator or Board of Trustees as may be required to effect the purposes and objectives of the Trust.

Section 4. That the Township agrees to participate in the Delaware Valley Insurance Trust for a minimum period of two (2) years and thereafter may withdraw under the following conditions, among others, under the Trust Agreement:

- a. An opinion is rendered by the Trust certified actuary that withdrawal will not result in the number of Participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;
- b. That the withdrawing Participant is not then in default of its obligation to pay premiums, contributions or assessments;
- c. That the withdrawing Participant shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and at all times thereafter;
- d. Upon effective date of withdrawal, or at any time thereafter, a Participant may be required to pay assessments as required by the Board of Trustees in accordance with the Trust Agreement and the By-Laws based on any deficits which were caused by any claims paid while that Participant was provided coverage under the Trust Coverage Document; and
- e. That the Board of Trustees shall have received a certification from the Trust actuary that the withdrawal of the Participant will not reduce the actuarial soundness of the Trust and, if any municipal debt has been incurred by the Participants to finance any portion of the Trust reserves, an opinion is obtained from bond counsel that such withdrawal will not adversely affect the tax exempt status of any interest paid and any debt incurred by the Participants, or any legal entity created for the purpose of incurring such debt.

Section 5. The effective date of the participation of the Township in the Delaware Valley Insurance Trust will be February 17, 2017 or thereafter.

Section 6. Each Trust Participant delegates to the Board of Trustees of the Delaware Valley Insurance Trust the powers enumerated in the Trust Agreement, including the right to expel Participants under certain conditions.

Section 7. As set forth in the Trust Coverage Document, the Township shall be provided coverage for the following risks:

- a. Commercial General Liability;

- b. Business Automobile Liability;
- c. Police Professional/Law Enforcement;
- d. Public Officials Liability; and
- e. Any other risks specified in the Trust Coverage Document.

Section 8. All contributions, premiums and assessments paid by the Township shall be made with funds appropriated by the Township for that purpose. If permitted under state and federal law, the Township may incur debt for the purpose of financing any excess insurance coverage, as set forth in the Trust Agreement.

Section 9. The organizational structure of the Trust shall consist of a Board of Trustees, an administrator, a claims administrator/loss control consultant and various service agents appointed by the Board of Trustees in accordance with the Trust Agreement.

Section 10. As set forth in the Trust Agreement, the funds required for the operation of the Trust shall be provided by the Trust Participants through annual appropriations.

Section 11. The Delaware Valley Insurance Trust commenced operations on January 1, 1989 and will continue until terminated by two-thirds (2/3) vote of all Trust Participants.

Section 12. Coverage under the Trust shall be provided from January 1 through December 31 of each Trust year to all Trust Participants in accordance with the Trust Agreement.

Section 13. As a condition of participating in the Delaware Valley Insurance Trust, the Township agrees to comply with the following conditions:

- a. That it will make its initial contribution upon admission to the Trust for creation of the restricted surplus fund needed to protect Trust Participants against potentially catastrophic losses;
- b. That it will timely pay all annual premiums and assessments as may be required by the Board of Trustees;
- c. That it will appoint a representative to sit on the Board of Trustees and designate a contact person for the purpose of communicating with the Trust or its representatives;
- d. That it will not withdraw from the Trust for a period of two (2) years following its admission to the Trust;
- e. That it may withdraw from the Trust only upon satisfaction of the conditions set forth in the Trust Agreement;
- f. That it agrees to perform all covenants contained in the Trust Agreement and delegate to the Board of Trustees the powers and authorities enumerated in the Trust Agreement;
- g. That it will comply with all the conditions set forth in the Trust Coverage Document governing the handling of claims, including the defense and settlement thereof;

- h. That it will appropriate the funds needed to pay all contributions, premiums and assessments as may be required by the Board of Trustees in accordance with the Trust Agreement;
- i. That it will cooperate with the Trust, its agents or employees and provide the Trust with all information it needs for the operation of the Trust, including any underwriting or claims data which it may be requested by the Board of Trustees or their designee.

Section 14. The Delaware Valley Insurance Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 15. This Ordinance is being enacted pursuant to The Pennsylvania Intergovernmental Cooperation Law (53 PA C.S.A. Section 2301, et seq.), the Pennsylvania Political Subdivisions Tort Claims Act (42 PA C.S.A. Section 8564) and the Second Class Township Code (53 P.S. Sections 66507 and 66512).

Section 16. All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. This Ordinance shall in no other way alter or modify the Township Code except as specifically stated herein. Any other terms and provisions of the Code that are unaffected by this Ordinance are hereby reaffirmed and ratified.

Section 17. The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision herein shall be held illegal, invalid or unconstitutional by any Court of competent jurisdiction, such decision of the Court shall not effect or impair the remaining sections, sentences, clauses, parts or provisions of the Ordinance. It is hereby declared to be the intent of the Township that this Ordinance would have been adopted as if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 18. Nothing in this Ordinance shall be construed to effect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any permit issued, or any cause or causes of action existing under the ordinances of the Township prior to enactment of this Ordinance.

Section 19. This Ordinance shall become effective upon enactment.

ENACTED AND ORDAINED by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 15th day of March, 2017.

FOR WORCESTER TOWNSHIP

By: _____
Susan G. Caughlan, Chair
Board of Supervisors

Attest: _____
Tommy Ryan, Secretary

EXHIBIT A

DELAWARE VALLEY INSURANCE TRUST AGREEMENT

This is the Delaware Valley Insurance Trust Agreement (the "Trust Agreement"), dated as of January 1, 1989, by and among local agencies as hereinafter defined) of the Commonwealth of Pennsylvania which are now and hereafter parties signatory to this Agreement and listed in Appendix "A" hereof, as may be amended from time to time, and those Trustees (as hereinafter defined) listed in Appendix "B" hereof, as may be amended from time to time.

WITNESSETH:

WHEREAS, certain municipalities, authorities and intergovernmental organizations in the Commonwealth of Pennsylvania desire to pool together to provide insurance protection and benefits to themselves and their employees through the purchase of insurance and/or by self-insuring for insurable risks; and

WHEREAS, the Parties to this Agreement are also "local agencies" within the meaning of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541 et seq.; and

WHEREAS, the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541 et seq., authorizes local agencies of the Commonwealth of Pennsylvania, including those who are parties to this Agreement, to pool or share their insurance risks (as hereinafter defined) by creating self-insurance risk pools or plans, and/or entering into joint agreements for the purpose of purchasing commercial insurance; and

WHEREAS, the local agencies of the Commonwealth of Pennsylvania who are parties to this Agreement are also authorized to create self-insurance risk pools and to enter into joint agreements for the purchase of commercial insurance by the Pennsylvania Intergovernmental Cooperation Law, 53 Pa.C.S.A. §2301 et seq.; and

WHEREAS, the local agencies of the Commonwealth of Pennsylvania who are parties to this Agreement wish to pool together to provide insurance protection against certain insurance risks by creating the Delaware Valley Insurance Trust and hereby execute this Trust Agreement and the Delaware Valley Insurance Trust Participation Agreement, which is incorporated herein by reference; and

WHEREAS, the local agencies who are parties to this Agreement (hereinafter referred to as the "Participants" or "participating municipalities") have hereby created the Delaware Valley Insurance Trust for the purpose of providing all Participants with comprehensive general liability, business automobile liability, police professional/law enforcement liability, public officials liability, property damage insurance protection and all other coverages set forth in the Trust Coverage Document which is hereby incorporated by reference; and

WHEREAS, the Participants have hereby created the Delaware Valley Insurance Trust for the purpose of providing both primary and excess coverage, if possible, and to provide claims administration and loss control services for all Participants, all for the purpose of minimizing claims losses and reducing premiums and costs associated with claims handling and administration; and

WHEREAS, funds will be paid initially by all Participants and continue to be paid from time to time by Participants to a Board of Trustees (the "Trustees"), which funds will constitute trust funds to be held for the exclusive benefit of the Participants, including payment of certain expenses on behalf of the Participants; and

WHEREAS, all Participants wish to enter into this Trust Agreement with a promise to make an initial contribution and a first annual Premium payment by no later than January 1, 1989, or at some other date to be determined by the Board of Trustees; and

WHEREAS, the Participants desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute, and otherwise to administer the Trust funds, and the Trustees have indicated their willingness to do so, all pursuant to terms of this Agreement; and

WHEREAS, the Delaware Valley Insurance Trust is hereby designated as a "business trust" pursuant to 15 Pa. C.S.A. §9501 with the express understanding that such designation will not have any effect upon the tax exempt status of the Trust under federal or state law;

WHEREAS, the Trustees and the Participants desire to establish the terms and conditions under which the Trust will be operated.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participants do hereby give and assign in trust the initial sums described in the attached Schedule 1 and all income and profits therefrom, and such other sums, income and profits as hereinafter may be made part of the Trust, to the Trustees, and the Trustees hereby accept the trusts herein contained and the funds described in the attached Schedule 1 and declare that they will administer, manage, collect, receive, dispose of, and distribute such trust property for the benefit of the Participants as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE 1 - DEFINITIONS

1.01 Definitions. The terms defined in this Section 1.01 and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 and said Preamble.

Actuary - The actuarial firm selected by the Trustees, whose duties shall include, but not be limited to, the evaluation of underwriting or loss data submitted by eligible municipalities and the rendering of opinions and certifications as required by the Board of Trustees in accordance with the Trust

Agreement and By-Laws.

Adjustments - A decrease or increase of a participating municipality's annual premium as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Administrator or Trust Administrator - The individual or entity responsible for the day to day operations of the Trust.

Agreement or Trust Agreement - The Delaware Valley Insurance Trust Agreement, as set forth herein and as amended from time to time.

Application - The documents which must be submitted by all eligible municipalities for admission to the Trust, including, but not limited to, any underwriting or loss data, or any other information which an eligible municipality may be required to provide for admission to the Trust.

Assessments - Any additional payment(s) to the Trust which a Participant may be required to make as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws if the Surplus is exhausted by, among other things, the payment of catastrophic claim(s)

Board of Trustees - The governing body of the Delaware Valley Insurance Trust whose members or Trustees are selected in accordance with the Trust Agreement and By-Laws.

By-Laws - The By-Laws governing the operation of the Trust as adopted and amended by the Board of Trustees in accordance with this Agreement.

Contact Person - An individual designated by each Participant as a liaison between that Participant and the Board of Trustees, and the Trust's officers, employees or agents.

Covered Occurrences - Those occurrences or events for which the Trust shall assume liability as set forth in the Trust Coverage Document.

Covered Party - Any person or entity defined as such in the Trust Coverage Document.

Coverage Period - The one year period in which each Participant will be provided coverage under the Trust Coverage Document in exchange for the payment of an annual premium for that coverage period.

DVLISC - Delaware Valley Liability Insurance Study Committee.

Declarations of Coverage - Specific types of coverages, including applicable limits and deductibles, provided by the Trust to each Participant. This information is set forth in the Declarations issued to each participant.

Deficit - When expenses, claims payments, claims reserves and claims incurred but not reported (IBNR) for any coverage period exceed the total premiums collected for that period.

Effective Date - A date determined by the Trustees on which a Participant will be provided insurance coverage as set forth in the Declarations.

Executive Committee - The executive committee appointed by the Board of Trustees in accordance with Section 2.07 hereof.

Expulsion - The involuntary removal or termination of a Participant from the Trust by action of the Trustees as provided in Section 3.05 hereof and any applicable By-Laws.

Fiscal Agent - A financial institution selected by the Board of Trustees to handle and invest the monies held in the various accounts administered by the Trust.

Initial Contribution - The initial payment made by each Participant upon admission to the Trust.

Initial Participants - Participants who are initial signatories to this Agreement and become Participants in the Trust on or before January 1, 1989.

Insurance - Various forms of coverage provided to Participants by the Trust, including coverage for general liability, business automobile liability, law enforcement liability, public officials legal liability and property damage coverage, as more fully described in the Trust Coverage Document. "Insurance" includes excess insurance and reinsurance.

Local Agency - Any municipality, authority or intergovernmental organization which is a "local agency" within the meaning of the Pennsylvania Political Subdivision Tort Claims Act.

Municipality - Any political subdivision of the Commonwealth of Pennsylvania as defined in the Pennsylvania Political Subdivision Tort Claims Act. This definition includes any townships or boroughs eligible for participation in the Delaware Valley Insurance Trust.

Operating Fund - Funds dedicated for the general purpose of paying claims and all administrative expenses of the Trust.

Participant - Any local agency of the Commonwealth of Pennsylvania eligible to participate in this Trust which becomes a party to this Agreement and the participation of which has not been terminated or cancelled in accordance with the Trust Agreement and By-Laws.

Premium - The amount of money determined by the Board of Trustees and charged to each participant during the Trust Year, on an annual basis in exchange for the coverage provided to each participant under the Trust Coverage Document.

Rate Stabilization Fund - A Fund established by the Trust which can be used by Participants to defray the cost of their annual premiums.

Service Agents - One or more service companies or consultants employed by the Trustees to be responsible for underwriting matters, claims administration, loss control, accounting and such other duties as determined by the Board of Trustees and specified by contract.

Service Contract - Any contract for service between the Trustees and a Service Agent.

Surplus - Net worth of the Trust since the Trust's inception.

Termination Premium - Payment required of all Participants who are expelled from the Trust, as determined by the Board of Trustees.

Trust - The Delaware Valley Insurance Trust.

Trust Coverage Document - The document which sets forth the actual coverages provided by the Trust, as amended from time to time.

Trust Year - The first fiscal year of the Trust shall commence on January 1, 1989 and end on December 31, 1989. Thereafter the Trust fiscal year shall run from January 1 to December 31 of all subsequent years.

Trustee - Each person serving as a member of the Board of Trustees referred to from time to time, collectively as the "Trustees" or "Board of Trustees" or "Board".

Underwriting Consultant - Advisor or firm selected to assist Trust with underwriting and rating requirements for current Participants and new applicants.

Underwriting consultant shall consult with Trust Actuary as needed and as required.

1.02 Interpretation. The words "hereof", "herein", "here-under", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning, or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II - TRUSTEES

2.01 Qualifications of a Trustee.

(a) A Trustee shall be either (1) an elected or appointed official of a Participant, including any Township or Borough Managers, or (2) an employee of a

Participant with expertise in finance or risk management.

(b) A Trustee shall not be employed by or have any direct or indirect financial interest in any Service Agent or other organization providing service to the Trust.

2.02 Composition of Board of Trustees.

The Trust shall be governed by a Board of Trustees. No municipality shall be represented by more than one Trustee on the Board of Trustees. However, a Participant may authorize its Trustee to appoint an Alternate for a scheduled meeting or event of the Board. An Alternate shall have the full voting rights and powers granted to the Trustee.

All members of the initial Board of Trustees shall be appointed to serve a term commencing upon September 1, 1988 and expiring on December 31, 1989.

2.03 Election of Trustees.

The initial Board of Trustees shall provide in the By-Laws for the form and method of election of subsequent Trustees.

2.04 Resignation of a Trustee. A Trustee may resign by giving at least thirty (30) days prior notice in writing sent by registered mail to the Chairman of the Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date.

2.05 Removal of Trustees.

A Trustee may be removed from office in accordance with the By-Laws if he fails, or subsequently ceases, to meet the qualifications of Section 2.01 hereof; and may be removed if he fails to attend three (3) consecutive meetings of the Board or is terminated for cause by a 2/3 vote of the Trustees. Upon removal of a Trustee, the position shall be filled pursuant to Section 2.06 hereof.

2.06 New Trustees.

(a) In the event a Trustee resigns, is removed or is otherwise unable to serve, the Participant represented by that Trustee shall appoint a replacement to complete the original Trustee's term of office.

(b) Any Trustee, upon leaving office, shall forthwith turn over and deliver to the principal office of the Trust, any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Board Chairman and Executive Committee.

The Trustees shall elect a Chairman of the Board by simple majority vote whose duties shall be set forth in the By-Laws. The Trustees shall also appoint an Executive Committee by majority vote consisting of not less than five (5) Trustees, two of whom will be the Chairman and Vice Chairman of the Board of Trustees. The Trustees may delegate in writing to the Executive Committee such powers and duties as the Trustees deem appropriate and desirable except the exercise of those powers for which a two-thirds majority vote of the Trustees is required. The Executive Committee shall meet as determined by the Chairman of the Board of Trustees.

ARTICLE III - PARTICIPANTS

3.01 Eligibility Requirements.

(a) Participation in the Trust shall be limited to authorities, intergovernmental organizations and municipalities of the Commonwealth of Pennsylvania with any such municipalities limited to those populations of under 100,000 persons.

(b) Each Participant shall meet the underwriting standards established by the Board of Trustees.

(c) Each Participant shall have a loss or claims history which does not present an undue risk to the actuarial soundness of the Trust.

(d) Each Participant must receive a positive recommendation from the Underwriting Consultant or loss control manager prior to acceptance. This recommendation will be based upon a loss control survey conducted by the underwriting consultant or loss control manager which will include an evaluation of the applicant's loss or claims history and risk management procedures.

(e) Each applicant must be professionally managed, utilizing International City management Association ("ICMA") Recognition Criteria, or satisfy equivalent management criteria adopted by the Executive Committee.

(f) Each successful applicant must comply with the guidelines established by the loss control consultant or manager employed by the Trust.

(g) Each applicant must agree to make a commitment to participate in the Trust for a minimum period of at least two (2) years, which period is necessary to assure the fiscal and actuarial soundness of the self-insurance risk pool.

The Board of Trustees may establish additional requirements for participation in the Trust by majority vote.

3.02 Approval of Participants.

(a) Initial Participants who are signatories to this Agreement as of January 1, 1989 must have submitted an application to the Delaware Valley Liability Insurance Study Committee ("DVLISC"); such application must have been approved by majority vote of that Committee. Upon approval of an applicant, the DVLISC must have certified in writing that the successful applicant has satisfied all the admission criteria. The effective date for admission of all initial Participants shall be January 1, 1989. The coverage period for all Initial Participants under the Trust Coverage Document shall commence on January 1, 1989 upon payment of an initial contribution and annual premium.

(b) All subsequent applicants must be approved by two-thirds (2/3) majority vote of the Board of Trustees. The Administrator must certify in writing that the successful applicant has met all the criteria for admission to the Trust.

(c) All applicants, including initial Participants, must pay an application fee which shall be based upon the actual cost of processing the application and completing the loss control survey for each applicant.

(d) Each application must contain the following information:

(1) Underwriting and claims data for a three (3) to five (5) year period prior to submission of the application;

(2) Detailed information regarding the organization, personnel and administration of the applicant, as requested by the Underwriting Consultant;

(3) Names of all previous insurers and premium data for the three (3) to five (5) year period prior to submission of the application;

(4) Operating budgets and other financial information as may be required by the Underwriting Consultant for a period of one to five (5) years prior to submission of the application;

- (5) Any other information required by the Board of Trustees or any of the Trust's officers, attorneys, service agents, consultants or employees.
- (c) Each Participant shall submit evidence satisfactory to the Trustees of approval for participation by its governing body, including any ordinances which may be required under state law.
- (f) If municipal debt has been incurred for the financing of any self-insurance reserves, whether primary or excess, then no municipality shall be admitted to the Trust unless an opinion is obtained from Bond Counsel that admission of that municipality will not impair the tax exempt status of any outstanding indebtedness.
- (g) Upon approval of all subsequent Participants by the Board of Trustees, the Board shall establish the effective date for the insurance coverage provided to that Participant under the Trust Coverage Document.
- (h) Upon execution of this Agreement by a Participant, such applicant shall become a Participant in the Trust and shall be bound by all terms and conditions hereof, including the payment of Premiums when due.

3.03 Premiums.

- (a) Premiums shall be established by the Trustees in consultation with the Underwriting Consultant. Annual premium estimates shall be established at least thirty (30) days before commencement of the Trust Year for which that premium applies.
- (b) Premiums shall be due and payable as determined by the Trustees, in accordance with this Agreement and the Trust By-Laws.

3.04 Obligations, Duties and Liabilities of Participants.

- (a) Each Participant agrees to fulfill all obligations and duties set forth in this Agreement. The withdrawal or expulsion of any Participant pursuant to this Article III shall not affect this Agreement nor the Trusts created herein, except where otherwise expressly provided.
- (b) Each Participant is liable under this Agreement for the payment of premiums, contributions and assessments when due, and agrees to make an Initial Contribution upon admission to the Trust.
- (c) Each Participant will use its best efforts to provide appropriations for the payment of any contributions, premiums and assessments required by the Trust.
- (d) Each Participant agrees to institute any and all reasonable safety regulations and loss prevention procedures that may be required by the Executive Committee for the purpose of minimizing or eliminating hazards or risks that could contribute to losses. Participants have right to appeal such requirements to the Trustees, and the decision of the Trustees shall then be final.
- (e) Each Participant agrees that it will cooperate fully with the Trust's Administrator, service agent(s), attorneys, claims adjusters and any other agent or employee of the Trust in relation to the purpose and powers of the Trust, including, but not limited to, the investigation, defense and settlement of claims.
- (f) Each Participant agrees to designate a Contact Person to be responsible for all contacts with the Trust. The Trustees, the Administrator and the service agent(s) shall not be required to contact any other individual except the Contact Person in dealing with the Participant. Any notice to or any agreements with the Contact Person shall be binding upon the Participant. Each Participant reserves the right to change the Contact Person from time to time by giving written notice to the Administrator.
- (g) The Participants agree that any suit brought against them shall be defended in the name of the Participant by counsel selected by the Trustees in accordance with the Trust Coverage Document. Full cooperation shall be extended by such Participant to supply any information needed or helpful in such defense.
- (h) The Participants will furnish to the Trustees such underwriting information as may be required by the Trust prior to the end of the Trust Year, and any other information which may be requested by the Board.
- (i) Participants hereby acknowledge and agree that this Agreement may be amended, altered or modified pursuant to Article VIII hereof. Any amendment adopted pursuant to the provisions of Article VIII hereof shall be considered by each Participant to be a reasonable and proper amendment to the Agreement.
- (j) The Participants also agree to submit all coverage disputes to the appropriate subcommittee of the Board of Trustees, whose decisions shall be appealable to the entire Board. Once a decision is rendered by the Board in a coverage dispute, the Board's decision shall be final and legally binding on the Participants and the Trust. Neither the Trust nor the Participants shall have any right to challenge the Board's decision in any arbitration proceeding or in any action before any court of competent jurisdiction. That notwithstanding, the Participants and the Trust only reserve the right to file an action in such a court solely to enforce the decision by the Board.
- (k) The Participants further agree that once a decision is rendered by the Board in a dispute regarding the expulsion or withdrawal of a Participant, the Board's decision shall be final and legally binding on the Participants and the Trust. Neither the Trust nor the Participants shall have any right to challenge the Board's decision in any arbitration proceeding or in any action before any court of competent jurisdiction. That notwithstanding, the Participants and the Trust only reserve the right to file an action in such a court solely to enforce the decision by the Board.

3.05 Expulsion and Withdrawal of Participants.

- (a) Expulsion. The Trustees shall have the authority by an affirmative vote of two-thirds (2/3) of all Trustees to expel any Participant from the Trust for cause, including but not limited to, the following:
- (1) Failure to pay any premiums, contributions or assessments when due;
 - (2) Failure to implement a reasonable safety or loss prevention program or other failure to implement guidelines required by the consultant or manager hired by the Trust;
 - (3) Failure to cooperate with any loss control service and fiscal agents of the Trust or with any attorney representing that Participant in the defense of any claim covered under the Trust Coverage Document;
 - (4) Failure to provide any information requested by the Administrator, Board of Trustees or any agent or representative of the Trust as required for the handling, settlement or defense of any claims covered under the Trust Coverage Document;
 - (5) Knowing and willful failure to observe and perform any covenants, conditions or agreements on its part to be observed or performed in the Trust Agreement and any related document, including the Participation Agreement and the Trust Coverage Document;
 - (6) The filing of a case in bankruptcy, or the subjection of any right or interest of a Participant under the Trust Coverage Document to any execution, garnishment, attachment, adjudication of such Participant as a bankrupt, assignment by such Participant for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to that Participant in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar state or federal statute which may thereafter be enacted;
 - (7) The assignment by a Participant of any right or interest in the Trust Coverage Document without first obtaining the approval of the Board of Trustees as required by the Trust Coverage Document; and

(8) Knowingly taking any action detrimental to the fiscal and/or actuarial soundness of the Trust.

Expulsion shall become effective after sixty (60) days written notice to the Participant, or ten (10) days written notice for non-payment of Premium, and no liability shall accrue to the Trust after the effective date of expulsion except as provided in Section 3.05(c) hereof.

The Participant whose expulsion is sought shall have a full and fair opportunity to appear before the Board and present any evidence on its behalf before the Board renders its decision in accordance with procedures adopted by the Executive Committee. All decisions by the Board of Trustees regarding the expulsion of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

The Participant, upon notification of expulsion by the Trustees, understands coverage will terminate and the Participant will be responsible to secure adequate provision for any and all coverages either by insurance or self-insurance so that such coverage is in effect on the effective date of the Participant's expulsion.

Upon expulsion, a Participant shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon expulsion, a Participant will be required to pay a Termination Premium and may be required to pay additional assessments as determined by the Board of Trustees. A Participant may be required to pay assessments, after the effective date of its expulsion caused by deficits which occurred because of claims which were paid while that Participant was afforded coverage under the Trust Coverage Document.

(b) Withdrawal by a Participant. As provided herein, each Participant hereby agrees that it shall not withdraw from the Trust for a period of two (2) years from the date upon which it was first admitted as a Participant. In addition, it is also agreed that each Participant may withdraw from the Trust after giving one hundred fifty (150) days prior written notice to the Trust Administrator at any time after the expiration of the two year period unless:

(1) An opinion is rendered by the Trust's certified Actuary that such withdrawal will result in the number of Participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;

(2) That the withdrawing Participant is then in default of its obligation to pay premiums, contributions or assessments; and

(3) The Board of Trustees shall have received a certification from the Trust actuary that the withdrawal will reduce the actuarial soundness of the Trust, and if any debt has been incurred by the Participants to finance any portion of the Trust reserves, an opinion is obtained from bond counsel that such withdrawal will adversely affect the tax exempt status of any interest paid on any debt incurred by the Participants, or any legal entity created for the purpose of incurring such debt. As used herein, the term "debt" includes any bonds, certificates, letters of credit or other instruments of municipal indebtedness.

Any Participant who withdraws from the Trust shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon the effective date of withdrawal, or any time thereafter, a Participant may be required to pay assessments as required by the Board of Trustees in accordance with this Agreement and the By-Laws based upon any deficits which were caused by any claims paid while that Participant was provided coverage under the Trust Coverage Document.

If there is a dispute over the withdrawal of a Participant, that Participant will have a full and fair opportunity to present any relevant evidence or information to the Board of Trustees who shall decide the dispute by majority vote. All decisions by the board of Trustees regarding the withdrawal of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

(c) Liability of Trust after Withdrawal or Expulsion of a Participant.

(i) For those liabilities covered on an occurrence basis by the Trust Coverage Document, the Trust shall continue to service, defend and otherwise be responsible for any claim which arose prior to expulsion or withdrawal of a Participant which is covered under Section 10.08 hereof, including incurred but not reported claims.

(ii) For those liabilities covered on a claims made basis the Trust shall continue to service, defend and otherwise be responsible only for claims reported during a Trust Year, or a portion of a Trust Year, in which the municipality participated in the Trust, subject to any extended reporting periods agreed upon by the Trust and the Participant.

(iii) The Trust will not cover, defend, or otherwise be responsible for, a claim which arises out of an act, error, or omission occurring after the effective date of the Participant's withdrawal or expulsion.

(iv) In addition to forfeiture as provided in subsections 3.05 (a) and (b) above, no dividends or Rate Stabilization Fund monies shall be paid to a Participant who has been expelled from the Trust or to any Participant who has voluntarily withdrawn after the effective date of withdrawal or expulsion.

ARTICLE IV -ACCEPTANCE OF TRUST

4.01 Acceptance. Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trusts in accordance with the terms and conditions of this Agreement. Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees. Whenever any change shall occur in the Board of Trustees, the legal title to the property hereby created by this Trust shall pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the Office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations. The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Participants with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Trustees shall adopt By-Laws for the management and control of the Trust, so long as such By-Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. Said By-Laws may be amended by the Trustees as they shall provide

4.04 Liability of Trustees.

(a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them, in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.

(b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and property of the Trust available for payment under such contract, or for the payment of any debt,

mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participants, present or future, shall be personally liable therefore.

(c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be personally liable in connection with the performance of his duties hereunder for his own willful misconduct or gross negligence.

(d) The Board of Trustees shall use their best efforts to purchase so-called directors and officers liability insurance.

ARTICLE V - OPERATION OF THE TRUSTEES

5.01 Office. The Trustees shall designate a principal office of the Trust. Such principal office shall be in the County of Montgomery in the Commonwealth of Pennsylvania. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings. There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. At the annual meeting the Trustees shall elect a Chairman and such other officers as provided in the By-Laws and transact such other business as may come before them. The Trustees shall hold such other meetings and shall establish such procedures for the conduct of those meetings as they shall provide in the By-Laws.

5.03 Extraordinary Votes. Unless otherwise specifically stated in this Agreement, an affirmative vote of two-thirds (2/3) of all Trustees shall be required to expel or admit a Participant, amend this Agreement, or determine a prudent or necessary purpose for which money from Surplus may be used.

5.04 Indemnification.

(a) The Trust shall indemnify and defend: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate, executor, administrator, personal representatives, heirs, legatees or devisees of such person; against all claims, suits or judgments including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys, fees and any other liability that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into, if done or omitted in good faith without intent to defraud and within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of and in connection with the administration, management, conduct or affairs of the Trust, and with respect to any criminal actions or proceedings, in addition, had no reasonable cause to believe that his or its conduct was unlawful. Provided, however, that if any such claim, action, suit, or proceeding is compromised or settled, it must be done with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to subparagraph (d) of this Section.

(b) Such indemnification and defense shall not depend upon whether or not such person is a member of the Board of Trustees at the time such claim, action, suitor proceeding is begun, prosecuted or threatened.

(c) The right of indemnification and defense hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.

(d) In each instance in which a question of defense and/or indemnification hereunder arises, determination to indemnification hereunder, and the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the person seeking indemnity under this Section, or to preclude any such person from appealing an adverse determination against him or it, or from instituting legal proceedings to enforce a right of indemnification under this Section.

(e) The indemnification and defense provided for in this Section shall be deemed to be an expense of the Trust which may be paid from operating funds.

(f) The indemnification and defense provided by this Section shall be secondary to any benefits which the person may be entitled to receive from any applicable insurance policy providing Directors and officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a trustee at his or her own expense.

(i) Notwithstanding any other provision of this Section to the contrary, a person may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of subparagraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.

(ii) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

(iii) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include such limitations as may be deemed appropriate in the particular circumstances on rate of payment, the total amount to be advanced and the security, if required, for repayment of such advances.

(iv) Any advance authorized hereunder shall be repaid to the Trust if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses under the provisions and in accordance with the standards for indemnification provided in this Section.

ARTICLE VI - PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purposes of Trust. The purposes and objectives of the Trust are as follows:

(a) To provide adequate and affordable insurance coverage for each Participant at the lowest possible cost by the pooling or sharing of certain insurance

risks;

- (b) To reduce the amount and frequency of losses incurred by each Participant which are covered under the Trust Coverage Document;
- (c) To minimize costs incurred by Participants in the handling and litigation of claims;
- (d) To protect each Participant from the volatility and high premiums of the commercial insurance markets; and
- (e) To take whatever other action which may be necessary to preserve and protect the fiscal and actuarial integrity of the Trust, as required in the Trust Agreement and By-Laws.

The association being formed hereunder is intended to be a trust under the laws of the Commonwealth of Pennsylvania.

It is the express intent of the Participants entering into this Trust Agreement that they do not intend to waive, and are not waiving, any of the immunities which they or their commissioners, supervisors, council persons, officers or employees have now, and may have in the future, under the Pennsylvania Political Subdivision Tort Claims Act, any other applicable statutes or under the common law.

6.02 Powers of Trustees. The Trustees shall have the power to control and manage the Trust and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participants. In addition to the powers set forth elsewhere in this Agreement, the powers and duties of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

- (a) To see that the Trust is safely and prudently administered to insure its financial stability and to be responsible for the investment of Trust monies at the best return possible in accordance with all applicable state and federal law.
- (b) To receive, hold, manage, invest, reinvest, and control all monies at any time forming part of the Trust.
- (c) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.
- (d) To borrow or raise money for the purpose of financing any self-insurance reserves of the Trust to the extent authorized under state and federal law. However, no municipal debt shall be incurred by the Trust, its participating municipalities or any entity created for that purpose without the consent of all participating municipalities and compliance with all state and federal law.
- (e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- (f) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including, but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.
- (g) To employ suitable agents, advisors and other persons as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and employees and to charge the expense thereof to the Trust. Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney or Service Agent approved by the Trustees in the exercise of reasonable care. Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the By-Laws or the written minutes of the Trustees' meetings.
- (h) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretion, rights and duties conferred or imposed upon the Trustees hereunder, or by law.
- (i) To construe and interpret this Trust Agreement and any related documents, including the Participation Agreement, By-Laws, and the Trust Coverage Document.
- (j) To receive from Participants and other relevant sources, such information as shall be necessary for the proper administration of the Trust.
- (k) To maintain bank accounts for the administration of the Trust and to authorize certain Trustees, the Trust Administrator, Service Agents or other appropriate persons to make payments from any such account for purposes of the Trust.
- (l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.
- (m) To adopt By-Laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including membership criteria, provided the same are consistent with the terms of this Agreement.
- (n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.
- (o) To purchase as a general administrative expense of the Trust so-called directors and officers liability insurance and any other types insurance for the benefit of the Trust, the Trustees, Trust employees, or agents, including group insurance, employee benefits and social security.
- (p) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on Participants and Participants, employees. All such contracts and agreements, or other legal documents herein authorized, shall be approved by the Trustees and shall be executed by individuals authorized by the Trustees. This paragraph does not apply to the issuance of municipal debt for the funding of any self-insurance reserves.
- (q) To write off as uncollectible any Participant's Premium or any other indebtedness or other obligation as the Trustee may deem appropriate. A decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the unlikelihood of collection or the anticipated expense of collecting justifies such action. This paragraph does not apply to the issuance of municipal debt for the funding of any self-insurance reserves.
- (r) To receive premiums, contributions or assessments from any source whatsoever but such premiums, contribution or payments may not be utilized for any purpose unrelated to the purposes herein provided.
- (s) To pay or contest any claim or to settle a claim by or against the Trust or any of its Participants by negotiation, compromise, arbitration, or otherwise.
- (t) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- (u) To review Applications for memberships in the Trust submitted to them and to approve or disapprove such Applications.
- (v) To expel or cancel the coverage of any Participant in accordance with the terms of this Agreement.
- (w) To amend the Trust Coverage Document by two thirds (2/3) majority vote as provided in that Document.
- (x) To make provision for proper accounting and reporting procedures for each of the Participants so that the Participants shall be informed at all times of the nature of the claims arising within their jurisdiction, the manner in which these claims are being handled, and the impact of those claims upon the Trust.
- (y) To purchase an employee fidelity bond covering the Trustees, the Administrator and such others as the Trustees may determine.
- (z) To require assessments from each Participant in an amount equal to the ratio of that Participant's annual premium to the total annual premium contributed by all Participants in the year in which a deficit occurred. Such payment shall not exceed two (2) times the Participant's annual premium for

the year in which the assessment must be paid. Such amounts shall be certified by the Board as necessary for that purpose to the Participants.

(aa) To hold all property received by the Trustees, which together with the income and gains therefrom and additions thereto, shall constitute the corpus of the Trust.

(bb) To appoint for a fee or otherwise, a Trust Administrator who shall act at the direction of the Trustees to implement the decisions of the Trustees and to have direct responsibility for the operation and supervision of the Trust. The Trust Administrator shall not be an owner, officer or employee of the Service Agent or broker of the Trust.

(cc) To employ and oversee one or more independent service companies and/or consultants to act as Service Agent(s). The services of a Service Agent shall be performed pursuant to a written agreement between the Service Agent and the Trust, and the Service Agent(s) shall be compensated from the Trust for such services. The Trustees may delegate to a Service Agent responsibility for underwriting matters, claims administration and disbursement, collection of Premiums, and other duties as are specified in the Service contract. The Trustees shall require any Service Agent who handles monies of the Trust to furnish an employee fidelity bond indemnifying the Trust. The proper limit of liability to be set for such bond shall be as determined by the Trustees, but not less than a fifty thousand (\$50,000) dollar limit per loss should be established.

(dd) To employ counsel to advise and represent the Trustees on legal matters relating to the operation and administration of the Trust, and represent Participants in the defense of claims or suits.

(ee) To employ an independent certified public accountant to conduct an annual audit of the financial statements of the Trust at the close of the Trust Year, such audit report to be submitted to the Participants no more than six (6) months after the close of the Trust Year.

(ff) To employ a Fiscal Agent and delegate to it the duties to hold the moneys of the Trust and to invest and reinvest funds in accordance with the requirements of the Agreement.

(gg) To appoint any subcommittees of the Board as may be necessary for the operation of the Trust.

(hh) To employ an actuarial firm to review, at least annually, the expected losses, IBNR calculations and recommend surplus requirements for the Trust.

(ii) At least annually, to review, study, and consider the claims payments of each of the Participants, the pro-rata savings to the Trust resulting from overall loss experience attributed to each of the Participants, the pro rata portion of any investment earnings of the Trust attributed to each Participant and the pro rata portion of the cost of all excess insurance allocated to each Participant, as well as the pro rata allocation as determined by the Trustees of the other and necessary administrative expenses of the Trust, in order reasonably to determine the actual pro rata costs, expense and loss experience of each Participant in order to maintain as nearly as possible an equitable and reasonable administration of the Trust as applied to each Participant.

(jj) To fully and finally resolve all coverage disputes between Participants and the Trust and any disputes regarding the withdrawal or expulsion of any Participants; and

(kk) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary in the best interests of the Trust.

6.03 Payment of Claims and Coverage Disputes. The Executive Committee shall be responsible for adopting guidelines for the handling and payment of claims. The decision of whether to settle or pay a claim shall be made in the first instance by the manager responsible for claims handling, acting under the general supervision of the Trust Administrator. The decision to settle or defend a claim may then be reviewed by the Executive Committee, whose decision may be reviewed by the Board of Trustees at the request of the Participant. A decision by the entire Board to settle a particular claim made against a Participant shall be final. A refusal by a Participant to consent to such a settlement or execute the documentation required to effect a settlement, shall relieve the Trust from any further obligation to defend that Participant under the provisions of the Trust Coverage Document.

Any disputes between a Participant and the Trust as to whether a particular claim is covered under the provisions of the Trust Coverage Document shall be decided in accordance with the coverage dispute resolution procedures adopted by the Board of Trustees. Coverage disputes shall include the refusal to defend or indemnify a Participant or Covered Party, or discontinue or withdraw a defense of a Participant or Covered Party. The findings and recommendations of the five member subcommittee of the Board ("Appeals Committee") may be submitted to the entire Board at the request of the Participant or Covered Party. A decision by a majority of the Board adopting, amending or rejecting the findings and recommendations of the Appeals Committee shall be final and legally binding on the Trust and the Participant involved in the coverage dispute, with no right to challenge the Board's decision before any arbitration panel or court of competent jurisdiction. The Trust and the Participant do, however, reserve the right to enforce the Board's decision by filing an appropriate action in any court of competent jurisdiction.

ARTICLE VII - OPERATION OF THE TRUST FUNDS; REVENUES

7.01 Payment of Premiums, Contributions and Assessments. Each Participant hereby agrees to make payments into various funds established under the Trust as set forth below:

(a) Initial Contribution - The initial payment made by all Participants upon their admission to the Trust which shall include:

(1) An amount to provide for losses and general operating expenses of the Trust;

(2) A contribution to Surplus; and

(3) Any amounts which must be dedicated to debt service as required by the Board of Trustees in the event that municipal indebtedness is incurred for risk financing purposes.

(b) Annual Premiums - Annual premiums must be paid by each Participant as a condition for obtaining coverage for a single coverage period. These premiums shall be established, and may be adjusted upward or downward on an annual basis, by the Executive Committee in accordance with this Agreement and the Trust By-Laws. Premiums shall be determined by the Executive Committee in accordance with the guidelines adopted by the Executive Committee based upon the actual claims or loss histories of each Participant. Premiums shall include:

(1) An amount to provide for losses and general operating expenses of the Trust;

(2) A contribution to Surplus, as required by the Executive Committee; and

(3) Any amounts which must be dedicated to debt service as required by the Board of Trustees in the event that municipal indebtedness is incurred for risk financing purposes.

(c) Assessments - Any additional payments to the Trust which a Participant may be required to make upon a finding by the Board of Trustees, Underwriting Consultant, and the Trust Actuary that funds available for the payment of claims have been exhausted by, among other things, the payment of catastrophic claims and such assessments are required to preserve the fiscal and actuarial soundness of the Trust and its ability to pay claims and otherwise satisfy any outstanding indebtedness.

All assessments shall be made in an amount equal to the ratio of the Participant's annual premium to the total annual premium contributed by all Participants in the Trust year in which a deficit occurred. No Participant shall be required to pay any assessments in a single Trust year greater than two times the annual premium paid by that Participant for the Trust year in which the assessment is to be made.

After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any assessments for any periods during which that Participant was provided coverage under the Trust Coverage Document.

(d) Termination Premium – Upon recommendation of the Executive Committee, the Board of Trustees shall determine the amount of the Termination Premium due and owing on or after the effective date of a Participant's expulsion, as the Board of Trustees may determine. The Termination Premium shall be sufficient to pay any outstanding premiums and assessments due and owing on the effective date of the Participant's expulsion. An initial estimate of the Termination Premium shall be determined by the Board of Trustees at least forty-five (45) days before the effective date of a Participant's expulsion, and a final Termination Premium shall be determined no later than sixty (60) days after that effective date of the Participant's expulsion.

(e) After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any assessments for any periods during which that Participant was provided coverage under the Trust Coverage Document.

(f) All premium estimates and assessments shall be determined by the Executive Committee at least thirty (30) days before the commencement of the Trust year during which those payments must be made by the Participants. This will permit the Participants to adequately budget and appropriate the sums needed for those payments.

7.02 Establishment of Bank Accounts . The Trust Administrator shall establish one or more bank accounts, which may be interest or non-interest bearing accounts, with the Fiscal Agent in the name of the Trust.

7.03 Dividends and Rate Stabilization Fund.

(a) Dividends - Subject to Section 3.05 of this Agreement, any funds in Surplus as the Trustees may deem necessary or prudent may be returned to the Participants by the Board of Trustees. Dividends paid to each Participant will be based upon the loss experience of the Trust as a whole, the size of each Participant's Premiums, and the loss experience of the individual Participant. No dividends shall be paid to any Participant unless the Underwriting Consultant certifies to the Executive Committee that said dividends shall not adversely affect the fiscal or actuarial soundness of the Trust and its ability to satisfy any indebtedness incurred by the Trust, any Participant or any other entity on behalf of the Trust in furtherance of its purposes and objectives. When municipal debt has been incurred by the Trust, its Participants, or any other entity created for that purpose, an additional certification will be required from Bond Counsel that such dividends will not adversely affect the tax exempt status of any outstanding municipal debt.

(b) Rate Stabilization Fund ("RSF"). A fund established by the Board of Trustees as a way of returning surplus funds to Participants to be used as credits toward the payment of their annual premiums upon renewal. The total amount appropriated for the RSF is determined by the Executive Committee. Each Participant receives a share of that appropriation based on their proportion of the total annual premiums paid to the Trust and the losses incurred by the Trust.

7.04 Deficits. In the event of a deficit for any Trust Year, the deficit shall be made up from any of the following:

- (1) Any premiums paid by the Trust Participants;
- (2) Unencumbered funds, including monies from the Surplus; and
- (3) Any assessments paid by Participants as required by the Board of Trustees in and in the event the Surplus is exhausted by, among other things, the payment of catastrophic claim(s).

7.05 Bonds. The Trustees shall require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees.

ARTICLE VIII - AMENDMENTS

8.01 Amendments Not Requiring Consent of Trustees.

The terms and provisions of this Agreement may be amended at any time by a two-thirds (2/3) vote of the Executive Committee for one (1) or more of the following purposes:

- (a) To cure any ambiguity, defect or omission in this Agreement;
- (b) To change or modify any provision of this Agreement so as to comply with any applicable law, regulation or administrative ruling which may be in effect

8.02 Amendments Requiring Consent of Trustees. The Board of Trustees by a two-thirds (2/3) vote may consent to and approve any other amendments approved by a two-thirds (2/3) vote of the Executive Committee and presented to the Board, as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering or amending, adding to or rescinding any of the terms or provisions contained in this Agreement, including, but not limited to, the inclusion of additional types of insurance coverages, subject to the limitations contained in Section 8.03 hereof. The Executive Committee shall prescribe rules and procedures for submission of proposed amendments to the Board.

8.03 Limitation on Amendments. No amendment shall be adopted which alters the basic purpose of the Trust or alters the rights of Participants to receive dividends as provided in Section 7.03 hereof or alters the obligation of Participants to pay any assessments or contributions which may be established under Section 7.01 hereof, which amendments would jeopardize the actuarial and fiscal soundness of the Trust.

ARTICLE IX - TERMINATION

9.01 Term of Trust. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds (2/3) of the entire Board of Trustees, acting on behalf of the Participants.

9.02 Termination of the Trust. In the event of termination of the Trust, the Participants covenant and agree to make any provision for the payment of any outstanding municipal indebtedness and for the payment of claims against the Trust or its Participants as may be required by the Board of Trustees, including the deposit with the Trust of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participant shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE X - MISCELLANEOUS

10.01 Title to the Trust. Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participant or any official, employee or agent of any Participant nor any individual shall have any right, title or interest in the Trust nor any right to Premiums made or to be made thereto, nor any claim against any Participant on account thereof, except to the extent of the right of Participants to receive their pro rata share of any excess funds as provided hereunder.

No Participant may assign any right, claim or interest it may have under this Agreement.

10.02 Execution of Documents. The Trustees may authorize any Trustee or the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

10.03 Notice. All notices, requests, demands and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class, registered, or certified mail postage paid, return receipt requested, when personally delivered by hand, or when transmitted by electronic means, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands or other communications to the Trustees and each Participant shall be provided to the Administrator. The parties shall notify the Administrator as to any change in address.

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

10.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, by the Trustees and the Chief Executive officer or Manager of the local agency or municipality, of a counterpart signature page in the forms attached hereto, which together with this Agreement and all other duly executed signature pages shall constitute the complete Agreement among all the parties hereto.

10.06 Subrogation. Each Participant agrees that in the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the Participant against any person or other entity legally responsible for damages for said loss, and in such event the Participant hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

10.07 Defense by Trust. The Trust shall have a duty to defend all Participants and Covered Parties against claims as set forth in the Trust Coverage Document, which is incorporated herein by reference.

10.08 Limitation of Liability. Liability of the Trust to any Participant is specifically limited to those coverages provided in the Coverage Document subject to any deductible amounts. Participants' liability shall be limited to the extent of the financial contributions to the Trust set forth herein, and any additional obligations as may come about through amendment hereto, including an obligation to repay any municipal debt as may be incurred by the Trust, its Participants or any entity created for that purpose. No Participant agrees or contracts herein to be held responsible for any claims in tort, contract or otherwise made against any other Participant. Nothing contained in this Agreement or in the By-laws thereto or the Coverage Document shall be deemed to create any relationship of surety, indemnification or responsibility between Participants for the debts of or claims against any other Participant.

10.09 Arbitration. With the exception of coverage disputes and disputes regarding the expulsion or withdrawal of Participants, all other disputes between a Participant and the Trust arising under this Agreement must be resolved by an arbitration panel or some other alternative dispute resolution entity selected by the parties in accordance with guidelines and procedures adopted by the Board of Trustees upon recommendation of the Executive Committee. As to any and all disputes arising under this Agreement, neither the Trust nor the Participant may file suit in any court of law except to enforce a decision by the Board of Trustees, arbitration panel or other alternative dispute resolution entity.

10.10 General Representations of Participants.

(a) The Participant is a body corporate and politic, a political subdivision of the Commonwealth of Pennsylvania, authority or intergovernmental entity under Pennsylvania law. The Participant has the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder. The party executing this Agreement on behalf of the Participant has full power and authority to execute same and any documents executed in connection herewith.

(b) This Agreement has been duly and validly executed and is a valid and binding agreement on the Participant under the laws of the Commonwealth of Pennsylvania, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and such principles of equity as the court, in its discretion, may impose with respect to remedies which may require enforcement by a court of equity.

10.11 Severability of Invalid Provisions. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Trustees, have executed this Trust Agreement, all as of the date above first mentioned.

MEMO

to: Board of Supervisors
cc:
from: Tommy Ryan, Township Manager
date: March 8, 2017
re: **Municibid**

The Township is selling the following used items by on-line auction, at Municibid. Bidding ends on March 14:

- a John Deere 1445 Front Mower;
- several traffic signals; and,
- various office cubical components.

The high bids will be reviewed, and recommendations to award the bids will be made at the March 15 Board Meeting.