

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

**RESOLUTION NO. 08-01**

**REORGANIZATION**

**WHEREAS;** Article VI Section 602 of the Commonwealth of Pennsylvania Second Class Township Code requires the Board of Supervisors to reorganize annually and make certain appointments, schedule meetings for the purpose of governing each year the following appointments for the year 2008 shall be made:

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

Township Manager	John V Cornell
Assistant Township Manager	Eunice C. Kriebel
Roadmaster	Perry Schultz
Treasurer	Eunice C. Kriebel
Assistant Secretary	Eunice C. Kriebel
Township Engineer	Joseph J. Nolan
Sanitary Engineer	Joseph J. Nolan
Zoning Officer	John V Cornell
Deputy Zoning Officer	Joseph J. Nolan
Deputy Zoning Officer	Keystone Municipal Services
Building Inspectors	Keystone Municipal Services

James J. Garrity appointment to the position of Township Solicitor.

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

Gordon Todd appointment to the position of Vacancy Board Chairman.

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

Appointment of Art Bustard as a Voting Delegate to the State Convention.

Paul Ziegler appointment to the North Penn Water Authority.

Re-appoint Zoning Hearing Board members Harris Gramm III, Kenneth E. Dyer and George Stauffer for 2008.

Re-appoint Gordon Todd, Patricia Ann Quigley, Robert e. Hayes, William C. Fox to the Worcester Planning Commission members 2008.

**APPROVE THE BOARD OF SUPERVISORS MEETING DATES FOR 2008**

Month	Board of Supervisors 7:30 P.M., Community Hall	
	Work Sessions 8:00 A.M. Org Mtg.	Regular Meeting
January		(11am)
January	-	16
February	4	20
March	3	19
April	7	16
May	5	21
June	2	18
July	7	16
August	4	20
September	8	17
October	6	15
November	3	19
December	1	17
January	Org. Mtg.	5, 2009

**APPROVE THE 2008 HOLIDAY SCHEDULE**

- February 18, Monday      Presidents Day
- March 21, Friday        Good Friday
- May 26, Monday        Memorial Day
- July 4, Friday            Independence Day
- September 1, Monday    Labor Day
- November 27/28, Thursday & Friday      Thanksgiving
- December 24/25, Wednesday & Thursday      Christmas Holiday
- December 31, Wednesday      New Years' Eve
- January 1/09, Thursday        New Years' Day
- 5 Personal Days

**APPOINT THE DEPOSITORIES FOR THE TOWNSHIP**

- Harleysville National Bank
- Union National Bank – Uninvest
- PLGIT
- Bank of America
- PNC Bank
- Commerce Bank
- Wachovia Bank
- Allegiance Bank, C.P

**BE IT RESOLVED THIS 7<sup>TH</sup> DAY OF JANUARY, 2008.**

*[Signature]*  
 Chairman Board of Supervisors

*[Signature]*  
 Vice Chairman Board of Supervisors

*[Signature]*  
 Secretary Board of Supervisors

**WORCESTER TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 08-02**

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

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

**APPROVED** this 7th day of January 2008, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

**By:**

  
\_\_\_\_\_  
**JOHN R. HARRIS, CHAIRMAN**

**Attest:**

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

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

**RESOLUTION NO. 08-03**

**AUTHORIZATION FOR APPROVING FIRE DEPARTMENT ACTIVITIES**

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

1. Picnics
2. Bar-B-Ques, and in particular:  
Worcester Volunteer Fire Department Annual 5K Race, Worcester Volunteer Fire Department Annual Chick Barbecue, Parades (including the annual Santa Claus community visit)
3. Worcester Volunteer Fire Department Ladies Craft Show, November, Worcester Volunteer Fire Department Santa Visits Township, December 2008.
4. Provide aide and traffic control for the Montgomery County annual flu shots.

**WHEREAS**, the Board of Supervisors of Worcester Township recognizes the importance of these ancillary activities, authorization is also granted for the Fire Department and Fire Police to assist other County Fire Departments and other community organizations in any traffic and crowd control needed at emergencies and civic activities. Special authorization for crowd control upon verbal approval of at least one Supervisor can be granted upon request by a Township business or


resident as deemed necessary for emergency or safety situations. When doing any of the aforementioned duties, they shall be considered to have been done at the specific request of the Board of Supervisors.


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

In accordance with this authorization the Fire Department may only participate in the above-approved ancillary activities through December 31, 2008, after which time the Worcester Township Board of Supervisors will review the ancillary activities.

**APPROVED**, this 7<sup>th</sup> of January, 2008 by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
**JOHN R. HARRIS, CHAIRMAN**

Attest:   
**ARTHUR C. BUSTARD, SECRETARY**

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 08 -04**

**MEADOWOOD-HEALTH CARE CENTER EXPANSION (Phase 2)**

**PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL**

**WHEREAS, Meadowood of Worcester, Pennsylvania** (hereinafter referred to as the "Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Skippack Pike consisting of gross tract area of 115± acres (the "Tract"); and

**WHEREAS, Developer** intends to expand the Health Care Center as depicted on the submission consisting of twelve (12) sheets prepared by Woodrow & Associates of Ambler, Pennsylvania dated October 31, 2007, last revised December 21, 2007 and a Stormwater Management Report for Meadowood of Worcester, Pennsylvania (collectively referred to hereinafter as the "Plans"); and

**WHEREAS, the Plans** represent Phase 2 of the previously revised Meadowood Land Development which received preliminary approval in March 2002; and

**WHEREAS, Developer** desires to obtain preliminary/final land development approval of the Plans from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

**NOW, THEREFORE, BE IT RESOLVED** that Worcester Township hereby grants preliminary/final approval of the Plans, subject, however, to the following conditions:

- 1.** At this time, the Worcester Township Board of Supervisors waives the following requirements of the Subdivision and Land Development Ordinance:

- a. Section 130-16.8. Street Alignment (vertical and horizontal curves, minimum grades).
- b. Section 130-17.D.2. No perpendicular parking shall be permitted along streets.
- c. Section 130-17.D.4. Minimum 20-ft. open space between parking and outside wall of dwelling unit.
- d. Section 130-24.B.3.a. Storm systems designed to carry 50-year peak flow rate.
- e. Section 130-24.B.3.h. Maximum allowable headwater depth of 1-ft. for inlets.
- f. Section 130-4.B.4.f.2. Detention basin design criteria, 100-year/10-year release rate.
- g. Section 130-24.B.4.f. Maximum 5-ft. water depth in basin.
- h. Section 130-24.B.4.f.7. Minimum freeboard of 2-ft. over emergency spillway and top of berm.
- i. Section 130-24.B.4.f.13. Minimum 100-ft. distance from highest free water surface to dwelling unit.
- j. Section 130-24.B.4.j. Minimum 3-ft. of cover over all storm pipes.
- k. Section 13D-24.B.4.k. Requires crowns of all pipes tying into an inlet or manhole be set at equal elevations.
- l. Section 130-28. E.1. Existing tree survey.
- m. Section 130-28. G.4. Required street trees.
- n. Section 130-28.G.5. Perimeter buffer along side and rear property lines.
- o. Section 13D-28.G.6. Off-street parking area plantings.
- p. Section 130-28.G.7. Basin perimeter plantings.
- q. Section 130-28.G.8. Loading/equipment area screening.
- r. Sections 130-33.C.1 & 4. Show existing features within 400 ft.
- s. Section 130-23.A. Set monuments on right-of-way lines at corners and angle points.

2. Prior to the recording of the Plans, Developer shall address, to the satisfaction of the Township Engineer and Board of Supervisors, any and all issues raised in the review letter dated January 14, 2008 and any subsequent review letters.

3. Prior to the Township's execution of the Plans, Developer shall submit financial security for improvements specified by the Township Engineer in an amount satisfactory to the Township Engineer and in a form satisfactory to the Township Solicitor. Additionally, Developer shall submit a letter agreement to govern the terms of the financial security under the applicable provisions of the Pennsylvania Municipalities Planning Code. The aforesaid letter agreement shall be subject to the satisfaction of the Township Solicitor.

4. The Plans shall be submitted to the Township's Traffic Engineer for determination of any applicable traffic impact fees. Any and all applicable traffic impact fees shall be paid at the time of building permit application.

5. Prior to the recording of the Plans, Developer shall provide copies to Township of any and all permits and approvals required by any agency, authority or governmental body having jurisdiction in any manner over the Development.

6. The land development shall be completed in strict accordance with the contents of the Plans, notes on the Plans, this Preliminary/Final Approval Resolution.

7. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans and this Preliminary/Final Approval Resolution, and Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

8. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or



ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed.

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

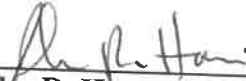
10. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked unless an extension of time is granted by Worcester Township.

11. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or

rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on January 16, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman**  
Board of Supervisors

Attest:   
**Arthur C. Bustard, Secretary**

**WORCESTER TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
**RESOLUTION NO. 2008-05**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MONTGOMERY COUNTY GREEN FIELDS/GREEN TOWNS PROGRAM FOR A GRANT TO (1) ASSIST IN THE PURCHASE OF A CERTAIN PROPERTY OWNED BY JOHN E. AND IDA JANE HEYSER; AND (2) TO ASSIST IN THE EXTENSION AND CONSTRUCTION OF THE ZACHARIAS CREEK TRAIL WITHIN THE TOWNSHIP.

WHEREAS, Worcester Township wishes to submit an application for a Montgomery County Green Fields/Green Towns Program Grant to assist in the purchase of a portion (approximately five (5) acres) of a property in the Township owned by John E. and Ida Jane Heyser (being a portion of Montgomery County Tax Parcel Nos. 67-00-01474-007 and 67-00-01486-004); and

WHEREAS, Worcester Township also wishes to submit an application for a grant under the same program to assist in the acquisition, extension and construction of the Township's Zacharias Creek trail for the use and enjoyment of Township residents and the general public;

NOW, THEREFORE, BE IT RESOLVED as follows:

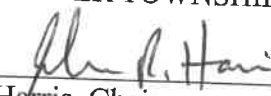
1. The Board of Supervisors hereby authorize the submission of an application for a Montgomery County Green Fields/Green Towns Program grant to;
  - a. Assist in the purchase of a portion of a certain property owned by John E. and Ida Jane Heyser; and
  - b. To assist in the extension and construction of the Zacharias Creek trail within the Township.
2. The Board of Supervisors hereby authorizes any of its members to execute any documents necessary to apply for and obtain the aforementioned Montgomery County Green Fields/Green Towns Program grant once such documents have been approved by the Township Solicitor.

RESOLVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF MARCH, 2008.

ATTEST:

  
Arthur C. Bustard, Secretary

WORCESTER TOWNSHIP BOARD OF SUPERVISORS

BY:   
John Harris, Chairman

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

Return To: Same as above

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 2008-05A**

**Wyntree Estates**

**Ultimate Right-of-Way Germantown Pike (Northwest)  
Ultimate Right-of-Way Germantown Pike (Southeast)  
Ultimate Right-of-Way Mill Road  
Anvil Drive  
Blacksmith Lane**

**WHEREAS, GAMBONE DEVELOPMENT CO.,** ('Grantor') is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided and Grantor has constructed certain new roads known as Anvil Drive and Blacksmith Lane; and

**WHEREAS,** Developer has constructed certain improvements along existing roads; and

**WHEREAS,** the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the aforesaid roads constructed by Grantor and the ultimate rights-of-way along existing roads; and

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

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

**APPROVED** this 19<sup>th</sup> day of March, 2008, by the Board of Supervisors of Worcester Township for acceptance and recording.

**WORCESTER TOWNSHIP**

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

  
**John R. Harris, Chairman**

Board of Supervisors

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

  
**Arthur C. Bustard, Secretary**

**Legal Description(s)**

**EXHIBIT "A"**



# Stout, Tacconelli & Associates, Inc.

June 18, 2002

2499 Knight Road  
Pennsburg, PA 18073  
(215) 679-0200  
Fax: (215) 679-9200

**LEGAL DESCRIPTION  
GERMANTOWN PIKE (NORTHWEST)  
ROSENLUND TRACT  
PROJECT # 3186**

**ALL THAT CERTAIN TRACT OR LOT OF GROUND** situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Germantown Pike on the Subdivision Plans as part of the Rosenlund Tract, prepared for Gambone Brothers Development Company, by Stout, Tacconelli & Associates, Inc., dated February 16, 2001, last revised April 3, 2002, and being more fully described as follows:

**BEGINNING** at a point in the title line of Germantown Pike (33.00 feet wide), said point being a common corner between lands now or formerly of Gambone Brothers Development Company and lands now or formerly of George P. & Georgia H. Dukes; thence, from said beginning point and along said Germantown Pike line, North  $64^{\circ}19'54''$  West, 267.09 feet to a point, a common corner with lands now or formerly of Fred D. & Deborah M. Moore; thence, along said Moore lands, North  $41^{\circ}52'09''$  East, 52.21 feet to a point; thence, through the aforesaid Gambone lands, South  $64^{\circ}20'42''$  East, 267.24 feet to a point in the Northwest line of the aforesaid Dukes lands; thence, along said land, South  $42^{\circ}00'37''$  West, 52.30 feet to the point of beginning.

**CONTAINING** 13,400.07 square feet or 0.31 acres of land, be the same, more or less.



# Stout, Tacconelli & Associates, Inc.

June 18, 2002

2499 Knight Road  
Pennsburg, PA 18073  
(215) 679-0200  
Fax: (215) 679-9200

**LEGAL DESCRIPTION  
GERMANTOWN PIKE (SOUTHEAST)  
ROSENLUND TRACT  
PROJECT # 3186**

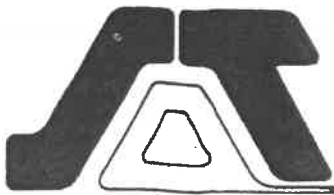
**ALL THAT CERTAIN TRACT OR LOT OF GROUND** situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Germantown Pike on the Subdivision Plans as part of the Rosenlund Tract, prepared for Gambone Brothers Development Company, by Stout, Tacconelli & Associates, Inc., dated February 16, 2001, last revised April 3, 2002, and being more fully described as follows:

**BEGINNING** at a point in the title line of Germantown Pike (33.00 feet wide), said point being a common corner between lands now or formerly of Gambone Brothers Development Company and lands now or formerly of Lower Providence-Worcester Joint School Authority; thence, from said beginning point and along said Germantown Pike line, the following two (2) courses: (1) by a line curving to the right in a Northwesterly direction, having a radius of 2245.50 feet, for an arc distance of 117.35 feet to a point; (2) North 64°00'12" West, 370.09 feet to a point, a common corner with lands now or formerly of George P. & Georgia H. Dukes; thence, along said Dukes lands, North 42°00'37" East, 52.02 feet to a point; thence, through the aforesaid Gambone lands, the following six (6) courses: (1) South 64°00'11" East, 355.74 feet to a point; (2) by a line curving to the left in a Southeasterly direction, having a radius of 2195.50 feet, for an arc distance of 47.00 feet to a point; (3) South 24°46'13" West, 10.00 feet to a point; (4) by a line curving to the left in a Southeasterly direction, having a radius of 2205.50 feet, for an arc distance of 48.08 feet to a point; (5) North 23°31'16" East, 10.00 feet to a point; (6) by a line curving to the left in a Southeasterly direction, having a



radius of 2195.50 feet, for an arc distance of 32.60 feet to a point in the Northwest line of the aforesaid School Authority lands; thence, along said line, South 37°16'06" West, 51.63 feet to the point of beginning.

more or less. **CONTAINING** 23,785.99 square feet or 0.55 acres of land, be the same,



# Stout, Tacconelli & Associates, Inc.

June 18, 2002

2499 Knight Road  
Pennsburg, PA 18073  
(215) 679-0200  
Fax: (215) 679-9200

**LEGAL DESCRIPTION  
MILL ROAD  
ROSENLUND TRACT  
PROJECT # 3186**

**ALL THAT CERTAIN TRACT OR LOT OF GROUND** situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Mill Road on the Subdivision Plans as part of the Rosenlund Tract, prepared for Gambone Brothers Development Company, by Stout, Tacconelli & Associates, Inc., dated February 16, 2001, last revised April 3, 2002, and being more fully described as follows:

**BEGINNING** at a point in the title line of Mill Road (33.00 feet wide), said point being a common corner between lands now or formerly of Gambone Brothers Development Company and lands now or formerly of June M. & Melchoire Amodeo; thence, from said beginning point and along said Germantown Pike line, South 48°59'33" East, 149.75 feet to a point, a common corner with lands now or formerly of John Martin Jr. & Michele A. Doman; thence, along said Doman lands, South 42°16'00" West, 30.01 feet to a point; thence, through the aforesaid Gambone lands, North 48°59'33" West, 149.74 feet to a point in the Southeast line of the aforesaid Amodeo lands; thence, along said land, North 42°16'00" East, 30.01 feet to the point of beginning.

**CONTAINING** 4,492.46 square feet or 0.10 acres of land, be the same, more or less.



# Stout, Tacconelli & Associates, Inc.

June 18, 2002

2499 Knight Road  
Pennsburg, PA 18073  
(215) 679-0200  
Fax: (215) 679-9200

**LEGAL DESCRIPTION  
ANVIL DRIVE  
ROSENLUND TRACT  
PROJECT # 3186**

**ALL THAT CERTAIN TRACT OR LOT OF GROUND** situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Anvil Drive on the Subdivision Plans as part of the Rosenlund Tract, prepared for Gambone Brothers Development Company, by Stout, Tacconelli & Associates, Inc., dated February 16, 2001, last revised April 3, 2002, and being more fully described as follows:

**BEGINNING** at a point in the Northeast line of Germantown Pike (66.50 feet wide, as widened to 50.00 feet in the Northeast side thereof), said point being the Southeasternmost end of a 25-foot radial corner, formed at the intersection of said line, with the Southeast line of Anvil Drive (50.00 feet wide); thence, from said beginning point and along said Germantown Pike line, North 64°00'11" West, 100.00 feet to a point in the Southwest line of the area being conveyed to Lot 1; thence, along the area being conveyed to Lot 1, the following two (2) courses: (1) by a line curving to the left in a Northeasterly direction, having a radius of 25.00 feet, for an arc distance of 39.27 feet to a point; (2) North 25°59'49" East, 249.16 feet to a point; thence, continuing along the area being conveyed to Lot 1 and also along Lot 21 and a portion of Lot 20, by a line curving to the left in a Northwesterly direction, having a radius of 175.00 feet, for an arc distance of 117.52 feet to a point; thence, continuing along Lot 20, North 12°28'47" West, 186.89 feet to a point; thence, continuing along Lot 20 and also along a portion of Lot 19, by a line curving to the right in a Northeasterly direction, having a radius of 275.00 feet, for an arc distance of 193.74 feet to a point; thence, continuing along Lot 19, North 27°53'10" East, 341.47 feet to a point; thence, continuing along Lot 19 and also along a portion of

Lot 18, by a line curving to the right in a Northeasterly direction, having a radius of 275.00 feet, for an arc distance of 72.78 feet to a point; thence, continuing along Lot 18, North 43°02'59" East, 148.53 feet to a point; thence, continuing along Lot 18 and also along a portion of Lot 17, by a line curving to the left in a Northwesterly direction, having a radius of 225.00 feet, for an arc distance of 201.26 feet to a point; thence, continuing along Lot 17 and also along a portion of Lot 16, North 08°12'00" West, 354.98 feet to a point; thence, continuing along Lot 16, by a line curving to the left in a Northwesterly direction, having a radius of 325.00 feet, for an arc distance of 228.72 feet to a point; thence, continuing along Lot 16 and also along a portion of lands now or formerly of Andrew J. & Sandra L. Skapik, North 48°31'21" West, 290.82 feet to a point, a common corner with Lot 15; thence, along Lot 15, by a line curving to the right in a Northeasterly direction, having a radius of 225.00 feet, for an arc distance of 196.50 feet to a point, a common corner with Lot 14; thence, along Lot 14 and also along a portion of Lot 13, North 01°31'00" East, 360.47 feet to a point; thence, continuing along Lot 13, the following three (3) courses: (1) by a line curving to the right in a Northeasterly direction, having a radius of 225.00 feet, for an arc distance of 160.03 feet to a point; (2) North 42°16'00" East, 525.30 feet to a point; (3) by a line curving to the left in a Northwesterly direction, having a radius of 25.00 feet, for an arc distance of 39.82 feet to a point, said point being the Northwesternmost end of a 25-foot radial corner, formed at the intersection of the aforesaid Anvil Drive line with the Southwest line of Mill Road (46.50 feet wide, as widened to 30.00 feet in the Southwest side thereof); thence, along said Mill Road line, South 48°59'33" East, 100.02 feet to a point in the Northeast line of Lot 12; thence, along Lot 12, the following four (4) courses: (1) by a line curving to the left in a Southwesterly direction, having a radius of 25.00 feet, for an arc distance of 38.72 feet to a point; (2) South 42°16'00" West, 527.50 feet to a point; (3) by a line curving to the left in a Southwesterly direction, having a radius of 175.00 feet, for an arc distance of 124.46 feet to a point; (4) South 01°31'00" West, 360.47 feet to a point; thence, continuing along Lot 12 and also along a portion of Lot 11, by a line curving to the left in a Southeasterly direction, having a radius of

175.00 feet, for an arc distance of 152.84 feet to a point; thence, continuing along Lot 11 and also along a portion of Lot 10, South 48°31'21" East, 290.82 feet to a point; thence, continuing along Lot 10 and also along a portion of Lot 9, by a line curving to the right in a Southeasterly direction, having a radius of 375.00 feet, for an arc distance of 263.91 feet to a point; thence, continuing along Lot 9, South 08°12'00" East, 195.00 feet to a point, said point being the Northwesternmost end of a 25-foot radial corner, formed at the intersection of the aforesaid Anvil Drive line with the Northwest line of Blacksmith Lane (50.00 feet wide); thence, along said Anvil Drive line, South 08°12'00" East, 100.00 feet to a point in the Southwest line of Lot 5; thence, along Lot 5, the following two (2) courses: (1) South 08°12'00" East, 59.99 feet to a point; (2) by a line curving to the right in a Southwesterly direction, having a radius of 275.00 feet, for an arc distance of 245.98 feet to a point; thence, continuing along Lot 5 and also along a portion of Lot 4, South 43°02'59" West, 148.53 feet to a point; thence, continuing along Lot 4, by a line curving to the left in a Southwesterly direction, having a radius of 225.00 feet, for an arc distance of 59.55 feet to a point; thence, continuing along Lot 4 and also along a portion of Lot 3, South 27°53'10" West, 341.47 feet to a point; thence, continuing along Lot 3, by a line curving to the left in a Southeasterly direction, having a radius of 225.00 feet, for an arc distance of 158.52 feet to a point; thence, continuing along Lot 3 and also along a portion of Lot 2, South 12°28'47" East, 186.89 feet to a point; thence, continuing along Lot 2, by a line curving to the right in a Southwesterly direction, having a radius of 225.00 feet, for an arc distance of 151.10 feet to a point; thence, continuing along Lot 2 and also along a portion of Lot 1, South 25°59'49" West, 249.16 feet to a point; thence, continuing along Lot 1, by a line curving to the left in a Southeasterly direction, having a radius of 25.00 feet, for an arc distance of 39.27 feet to the point of beginning.

**CONTAINING** 184,145.84 square feet or 4.23 acres of land, be the same, more or less.



# Stout, Tacconelli & Associates, Inc.

June 18, 2002

2499 Knight Road  
Pennsburg, PA 18073  
(215) 679-0200  
Fax: (215) 679-9200

**LEGAL DESCRIPTION  
BLACKSMITH LANE  
ROSENLUND TRACT  
PROJECT # 3186**

**ALL THAT CERTAIN TRACT OR LOT OF GROUND** situate in Worcester Township, Montgomery County, Pennsylvania, being shown as Blacksmith Lane on the Subdivision Plans as part of the Rosenlund Tract, prepared for Gambone Brothers Development Company, by Stout, Tacconelli & Associates, Inc., dated February 16, 2001, last revised April 3, 2002, and being more fully described as follows:

**BEGINNING** at a point in the Northeast line of Anvil Drive (50.00 feet wide), said point being the Southeasternmost end of a 25-foot radial corner, formed at the intersection of said line, with the Southeast line of Blacksmith Lane (50.00 feet wide); thence, along said Anvil Drive line, North  $08^{\circ}12'00''$  West, 100.00 feet to a point in the Southwest line of Lot 9; thence, along Lot 9, the following five (5) courses: (1) by a line curving to the left in a Northeasterly direction, having a radius of 25.00 feet, for an arc distance of 39.27 feet to a point; (2) North  $81^{\circ}48'00''$  East, 100.67 feet to a point; (3) by a line curving to the left in a Northeasterly direction, having a radius of 225.00 feet, for an arc distance of 152.39 feet to a point; (4) North  $42^{\circ}59'35''$  East, 15.91 feet to a point; (5) by a line curving to the left in a Northwesterly direction, having a radius of 60.00 feet, for an arc distance of 68.46 feet to a point; thence, continuing along Lot 9 and also along Lot 8 and a portion of Lot 7, by a line curving to the right in a Southwesterly direction, having a radius of 60.00 feet, for an arc distance of 256.96 feet to a point; thence, continuing along Lot 7 and also along a portion of Lot 6, South  $42^{\circ}59'35''$  West, 125.00 feet to a point; thence, continuing along Lot 6, the following three (3) courses: (1) by a line curving to the right in a Southwesterly direction, having a radius of 275.00 feet, for an arc

distance of 186.26 feet to a point; (2) South  $81^{\circ}48'00''$  West, 100.67 feet to a point; (3) by a line curving to the left in a Southeasterly direction, having a radius of 25.00 feet, for an arc distance of 39.27 feet to the point of beginning.

CONTAINING 30,740.81 square feet or 0.71 acres of land, be the same, more or less.

**WORCESTER TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
**RESOLUTION NO. 2008-06**

A RESOLUTION AUTHORIZING THE ACQUISITION BY WORCESTER TOWNSHIP OF APPROXIMATELY FIVE (5) ACRES OF LAND IN FAIRVIEW VILLAGE, WORCESTER TOWNSHIP, OWNED BY JOHN E. HEYSER AND IDA JANE HEYSER TO BE PRIMARILY FUNDED BY A GRANT FROM THE MONTGOMERY COUNTY GREEN FIELDS/GREEN TOWNS GRANT PROGRAM.

WHEREAS, one of the highest priorities of the Worcester Township Open Space Plan is the acquisition of a certain parcel of undeveloped land immediately abutting the Worcester Township, Fairview Village Community Hall; and

WHEREAS, the Worcester Township Board of Supervisors believe that the acquisition of approximately five (5) acres of the Heyser property immediately adjacent to the Community Hall is not only consistent with the Township's Open Space Plan but is also an important piece of open space to be used in conjunction with the Community Hall property for Township gatherings and to preserve permanently a centrally located green area for the use and enjoyment of the citizens of Fairview Village as well as the citizens of the entire Township;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Supervisors of Worcester Township hereby authorizes any of its members to enter into an Agreement of Sale for the acquisition of approximately five (5) acres of the Heyser property immediately to the rear of the existing Fairview Village Meeting Hall property (being a portion of Montgomery County Tax Parcels 67-00-01474-007 and 67-00-01486-004 for an agreed purchase price of \$511,626.00 and specifically conditioned upon the Township's ability to obtain a Montgomery County Green Fields/Green Towns Program Grant to assist in the purchase of the Heyser property in the minimum amount of \$409,301.00.
2. The Board of Supervisors hereby authorizes any of its members to execute not only an Agreement of Sale, but also all documents and paperwork necessary to complete the acquisition of the Heyser property as described above pursuant to the terms of an Agreement of Sale approved by the Township Solicitor and specifically conditioned upon the Township's receipt of a Montgomery County Green Fields/Green Towns Program Grant to assist in the acquisition.

RESOLVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF MARCH, 2008.

ATTEST:

  
Arthur C. Bustard, Secretary

WORCESTER TOWNSHIP BOARD OF SUPERVISORS

BY:   
John Harris, Chairman



**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 08 -07**

Whereas the Township of Worcester (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on May 21, 2008 and that such resolutions have not been modified or rescinded as of the date hereof:


RESOLVED, that the form of Cafeteria Plan including a Dependent Care Flexible Spending Account, Health Flexible Spending Account and Adoption Assistance Flexible Spending Account effective May 1, 2008, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan,

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Township of Worcester Flexible Benefits Plan and the Summary Plan Description approved and adopted in the foregoing resolutions.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman**  
Board of Supervisors

Attest:   
**Arthur C. Bustard, Secretary**

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TOWNSHIP OF WORCESTER  
FLEXIBLE BENEFITS PLAN

INTRODUCTION

The Employer has adopted this Plan effective May 1, 2008, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as Township of Worcester Flexible Benefits Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I  
DEFINITIONS

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" or "Benefit Options" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 "Compensation" means the amounts received by the Participant from the Employer during a Plan Year.

1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance Contract for purposes of that Contract or under Code Section 152 (as modified by

Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

1.8 "Effective Date" means May 1, 2008.

1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means Township of Worcester and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.14 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.15 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

1.17 "Key Employee" means an Employee described in Code Section 416(f)(1) and the Treasury regulations thereunder.

1.18 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 "Plan" means this instrument, including all amendments thereto.

1.20 "Plan Year" means the 12-month period beginning January 1 and ending December 31, except that the first Plan Year shall be a short Plan Year beginning May 1. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 "Premium Expenses" or "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.

1.22 "Premium Expense Reimbursement Account" means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently, does not become currently available to the Participant.

1.25 "Spouse" means "spouse" as defined in an Insurance Contract for purposes of that Contract or the legally married husband or wife of a Participant, unless legally separated by court decree.

ARTICLE II  
PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) Termination of employment. The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) Death. The Participant's death, subject to the provisions of Section 2.6; or
- (c) Termination of the plan. The termination of this Plan, subject to the provisions of Section 11.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

(a) Insurance Benefit. With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) Dependent Care FSA. With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 30 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **Adoption Assistance FSA.** With regard to the Adoption Assistance Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Qualified Adoption Expense reimbursements for claims incurred up to the date of termination and submitted within 30 days after termination, based on the level of the Participant's Adoption Assistance Flexible Spending Account as of the date of termination.

(d) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 1214 of the Plan.

## 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

## ARTICLE III CONTRIBUTIONS TO THE PLAN

### 3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new

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### 4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

### 4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

### 4.4 ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Adoption Assistance Flexible Spending Account option, in which case Article VIII shall apply.

### 4.5 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

### 4.6 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

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election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

### 3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account, Dependent Care Flexible Spending Account or Adoption Assistance Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### 3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

## ARTICLE IV BENEFITS

### 4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Adoption Assistance Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (4) Health Insurance Benefit
- (5) Dental Insurance Benefit
- (6) Disability Insurance Benefit
- (7) Accidental Death and Dismemberment Insurance Benefit

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### 4.7 DISABILITY INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's disability Insurance Contract.

(b) **Long term and/or short term coverage selected by Employer.** The Employer may select suitable disability Insurance Contracts for use in providing this disability Benefit. The disability Insurance Contracts may provide for long-term or short-term coverage.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the Benefits payable from such disability Insurance Contract shall be determined therefrom, and such disability Insurance Contract shall be incorporated herein by reference.

### 4.8 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment policies for use in providing this accidental death and dismemberment insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

### 4.9 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or

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non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits, Dependent Care Flexible Spending Account Benefits and Adoption Assistance Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

## ARTICLE V PARTICIPANT ELECTIONS

### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.1.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status. Events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents. Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status. Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency. A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

(b) Special enrollment rights. Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Qualified Medical Support Order. Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### 5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### 5.4 CHANGE IN STATUS

(a) Change in status defined. Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980H or any similar state law, then the individual may elect to increase payments under this Plan in

change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant);

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Medicare or Medicaid. Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines) if the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) Cost increase or decrease. If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) Loss of coverage. If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) Addition of a new benefit. If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated.

prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits

## ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

### 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

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### 6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, no more than \$1,500 may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year.

### 6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

### 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

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### 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 9.2.

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### 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 30 days after termination of employment.

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## 6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

- (a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- (b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.
- (c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.
- (d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.
- (e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:
  - (1) Co-payments for doctor and other medical care.
  - (2) Purchase of drugs.
  - (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- (f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan

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which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

- (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;
- (2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
- (3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- (4) "Qualifying Dependent" means, for Dependent Care Flexible Spending Account purposes:
  - (1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
  - (2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
  - (3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- (5) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

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whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

### 7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) "Dependent Care Flexible Spending Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for

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### 7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### 7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### 7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### 7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

### 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year.

### 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

### 7.9 LIMITATION ON PAYMENTS

Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

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## 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred and the amount of such

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## 7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant.
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law.
- (3) Claims substitution or offset of future claims until the amount is repaid; and

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expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence;
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
  - (i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment.

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- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## ARTICLE VIII ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNT

### 8.1 ESTABLISHMENT OF FLEXIBLE SPENDING ACCOUNT

This Adoption Assistance Flexible Spending Account is intended to qualify as a program under Code Section 137 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this Program may submit claims for the reimbursement of "Qualified Adoption Expenses." All amounts reimbursed under this Adoption Assistance Flexible Spending Account shall be paid from amounts allocated to the Participant's Adoption Assistance Flexible Spending Account.

### 8.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

- (a) "Adoption Assistance Flexible Spending Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which "Qualified Adoption Expenses" for the adoption of an "Eligible Child" may be reimbursed.
- (b) "Child With Special Needs" means any child if
  - (1) a State has determined that the child cannot or should not be returned to the home of such child's birth parents, or
  - (2) such State has determined that there exists with respect to the child a specific factor or condition (such as the child's ethnic background, age, or membership in a minority or sibling group, or the presence of factors such as medical conditions or physical, mental, or emotional handicaps) because of which it is reasonable to conclude that such child cannot be placed with adoptive parents without providing adoption assistance, and
  - (3) such child is a citizen or resident of the United States.
- (c) "Eligible Child" means, for Adoption Assistance Flexible Spending Account purposes, any individual who--
  - (1) has not attained age 18, or
  - (2) is physically or mentally incapable of caring for himself or herself, or
  - (3) is a Child with Special Needs.

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(d) "Highly Compensated Employee" means an Employee who is a highly compensated employee within the meaning of Code Section 414(q) and the Treasury regulations thereunder

(e) "Qualified Adoption Expenses" means reasonable and necessary adoption fees, court costs, attorney fees, and other expenses.

(1) which are directly related to, and the principal purpose of which is for, the legal adoption of an Eligible Child by a Participant;

(2) which are not incurred in violation of state or federal law or in carrying out any surrogate parenting arrangement;

(3) which are not expenses in connection with the adoption by a Participant of a child who is the child of such Participant's Spouse;

(4) which are not paid using funds received from any federal, state or local program; and

(5) which are not reimbursed under any other employer program or otherwise or by any tax credit under any other provision of the Code.

(f) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Adoption Assistance Flexible Spending Account;

### 8.3 ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish an Adoption Assistance Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Adoption Assistance Flexible Spending Account benefits.

### 8.4 INCREASES IN ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNTS

A Participant's Adoption Assistance Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that the Participant has elected to apply toward his Adoption Assistance Flexible Spending Account pursuant to elections made under Article V hereof.

### 8.5 DECREASES IN ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNTS

A Participant's Adoption Assistance Flexible Spending Account shall be reduced by the amount of any Qualified Adoption Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 8.11 hereof.

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uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Adoption Assistance Flexible Spending Account by the Highly Compensated Employee or shareholder or owner that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the Highly Compensated Employee or shareholder or owner who has elected the second highest contribution to the Adoption Assistance Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

### 8.10 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Adoption Assistance Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Adoption Assistance Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

### 8.11 ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Submission of claims.** The Administrator shall direct the payment of all such Adoption Assistance claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement of the Eligible Child's name, age, and Taxpayer Identification Number (if known) and the amount of such expense.

(b) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment.

## ARTICLE IX ERISA PROVISIONS

### 9.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure

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### 8.6 ALLOWABLE ADOPTION ASSISTANCE REIMBURSEMENT

Subject to limitations contained in Section 8.8 of this Program, and to the extent of the amount contained in the Participant's Adoption Assistance Flexible Spending Account, a Participant who incurs Qualified Adoption Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof while a Participant.

### 8.7 FORFEITURES

The amount in a Participant's Adoption Assistance Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 8.11 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

### 8.8 LIMITATIONS ON PAYMENTS

(a) **Code limit.** Notwithstanding any provision contained in this Article to the contrary, the maximum amount which can be contributed to a Participant's Adoption Assistance Flexible Spending Account in or on account of any Plan Year shall not exceed \$10,000. Such amount shall be adjusted for cost-of-living increases in accordance with Code Section 137(b) as modified by Code Section 137(f), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year.

(b) **Limit phaseout.** The limit in (a) above shall be reduced if the Participant has adjusted gross income (as defined in Code Section 137(b)(3)) in excess of \$150,000 as adjusted. A Participant's limit phases out ratably between levels of adjusted gross income as set forth in Code Section 137(b)(2).

### 8.9 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Adoption Assistance Flexible Spending Account that contributions or benefits not discriminate in favor of Highly Compensated Employees or their Dependents, as prohibited by Code Section 137.

(b) **Shareholder test.** It is the intent of this Adoption Assistance Flexible Spending Account that not more than 5 percent (5%) of the amounts paid by the Employer for adoption assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent (5%) of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Highly Compensated Employees defined under Section 8.2(d) or to shareholders or owners as set forth in this Section, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a

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(b) **Dependent Care Flexible Spending Account or Adoption Assistance Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Adoption Assistance Flexible Spending Account Benefits shall be made to the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment. For the Adoption Assistance Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

(1) specific references to the pertinent Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

(3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

(1) request a review upon written notice to the Administrator;

(2) review pertinent documents; and

(3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 90 days after the end of the Plan

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Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 30 days after termination of employment. Once a claim is submitted, the following timetable for claims and rules below apply.

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall

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## 9.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## 9.3 NAMED FIDUCIARY

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

## 9.4 GENERAL FIDUCIARY RESPONSIBILITIES

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- (a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan,
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

## 9.5 NONASSIGNABILITY OF RIGHTS

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except in such extent as may be required by law.

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be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the claim determination;
- (2) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

(f) Forfeitures. Any balance remaining in the Participant's Dependent Care Flexible Spending Account, Health Flexible Spending Account or Adoption Assistance Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3, Section 7.8 or Section 8.7, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

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## ARTICLE X ADMINISTRATION

### 10.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan;
- (f) To approve reimbursement requests and to authorize the payment of benefits;
- (g) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- (h) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

### 10.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

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### 10.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

### 10.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

### 10.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

## ARTICLE XI AMENDMENT OR TERMINATION OF PLAN

### 11.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

### 11.2 TERMINATION

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account, Dependent Care Flexible Spending Account or Adoption Assistance Flexible Spending Account.

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### 12.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

### 12.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

### 12.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

### 12.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

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but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

## ARTICLE XII MISCELLANEOUS

### 12.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 12.12.

### 12.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

### 12.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

### 12.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

### 12.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

### 12.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

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### 12.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the Commonwealth of Pennsylvania.

### 12.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

### 12.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

### 12.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. If during the Plan Year, the Employer employs fewer than twenty (20) employees on a typical business day, this Section shall not apply.

### 12.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

### 12.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

### 12.17 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA) and the regulations thereunder.

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12.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) Application. If the Health Flexible Spending Account under this Cafeteria Plan is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) Disclosure of PHI. The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) PHI disclosed for administrative purposes. Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

(d) PHI disclosed to certain workforce members. The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately, whether there is a pattern of breaches; and the degree of harm caused by the breach;

purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

12.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards").

(a) Implementation. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) Agents or subcontractors shall meet security standards. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) Employer shall ensure security standards. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 12.18.

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages

(c) Certification. The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the

IN WITNESS WHEREOF, this Plan document is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_

Township of Worcester

By \_\_\_\_\_  
EMPLOYER

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2008-08**

**Accepting Deed of Dedication  
Ultimate Right-of-Way of Skippack Pike and Hunt Valley Road**

**WHEREAS, ARCADIA ESTATES, LLC**, a Pennsylvania Limited Liability Corporation ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided and Grantor has constructed certain roads known as Skippack Pike and Hunt Valley Road.

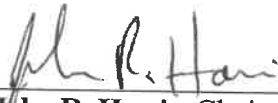
**WHEREAS**, the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the ultimate right of way along Skippack Pike and the rights of way for the newly constructed Hunt Valley Road; and

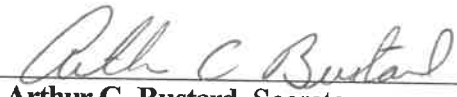
**WHEREAS**, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibit "A" and "B" attached hereto and made a part hereof, as and for public roads or highways.

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

**APPROVED** this 21<sup>st</sup> day of May, 2008, by the Board of Supervisors of Worcester Township for acceptance and recording.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris**, Chairman  
Board of Supervisors

Attest:   
**Arthur C. Bustard**, Secretary

**Legal Description  
Hunt Valley Road Right-of-Way**

**EXHIBIT "A"**

**Legal Description  
Skippack Pike Right-of-Way**

**EXHIBIT "B"**



**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2008-09**

**ACCEPTING DEED OF DEDICATION**

**ULTIMATE RIGHT-OF-WAY OF CUL-DE-SAC  
EXTENSION OF HOGARTH LANE**

**WHEREAS, PENN VALLEY PROPERTIES, INC.** ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided and Grantor has constructed a cul-de-sac extension know as Hogarth Lane.

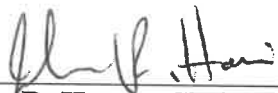
**WHEREAS,** the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the newly constructed cul-de-sac extension of Hogarth Lane; and

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

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

**APPROVED** this 21<sup>st</sup> day of May, 2008, by the Board of Supervisors of Worcester Township for acceptance and recording.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris**, Chairman  
Board of Supervisors

Attest:   
**Arthur C. Bustard**, Secretary

**Legal Description(s)**

**EXHIBIT "A"**

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**WORCESTER TOWNSHIP**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2008-10**

**PROCLAMATION**

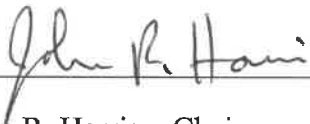
WHEREAS, in the year 1733 a group of twenty-two land owners petitioned the Justices of the Court of Quarter Sessions held for the County of Philadelphia ... “to erect into a township for the convenience of well regulating of its inhabitants” and;

WHEREAS, the Court for the March Sessions did reply ... “which said tract formerly called New Bristol is now by this court erected into a Township called by the name of Worcester” and;

WHEREAS, now the township has reached the year 2008 and existed for two hundred and seventy-five years and has continued to provide for the convenience of well regulating the inhabitants and protecting the health, safety and welfare of its residents;

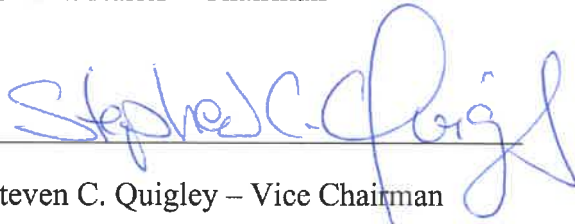
NOW, THEREFORE, BE IT RESOLVED, we the undersigned Board of Supervisors of Worcester Township Montgomery County Pennsylvania do hereby dedicate and decree the year 2008 as the 275<sup>th</sup> Anniversary of the Township.

RESOLVED AND ADOPTED THIS 2<sup>ND</sup> DAY OF JUNE, 2008.



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John R. Harris – Chairman



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Steven C. Quigley – Vice Chairman



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Arthur C. Bustard - Secretary

**WORCESTER TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 08-11**

ADOPTING THE MONTGOMERY COUNTY NATURAL HAZARD MITIGATION PLAN

WHEREAS, natural hazards including flooding periodically threaten the safety of people in the Township of Worcester, and result in property damage; and

WHEREAS, the vulnerability of the Township of Worcester to some natural hazard events may be reduced through various mitigation measures; and

WHEREAS, Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5165, enacted under paragraph 104 of the Disaster Mitigation Act of 2000, provides new approaches to mitigation planning and requires local government to prepare and adopt mitigation plans as a condition for receiving certain federal disaster grants and loans; and

WHEREAS, a natural hazard mitigation plan has been prepared by the Montgomery County Planning Commission and Public Safety Department working with each municipality in Montgomery County; and

WHEREAS, the plan was prepared in accordance with appropriate federal guidelines established under the Stafford Act; and

WHEREAS, the Township of Worcester fully participated in the preparation of the Montgomery County Natural Hazard Mitigation Plan; and

NOW THEREFORE BE IT RESOLVED, the Township of Worcester hereby adopts the Montgomery County Natural Hazard Mitigation Plan; and

BE IT FURTHER RESOLVED, that Worcester Township will send this Resolution to the Montgomery County Public Safety Office for formal submission with the plan to the Pennsylvania Emergency Management Agency (PEMA) and Federal Emergency Management Agency (FEMA) to enable the plan's final approval.

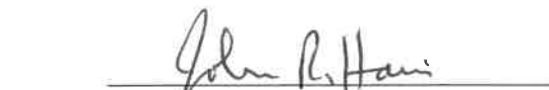
RESOLVED, THIS 2<sup>ND</sup> DAY OF JUNE, 2008

ATTEST:

By: BOARD OF SUPERVISORS



Secretary

  
Chairman

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 08 -12**

**MEADOW LANE 4-LOT SUBDIVISION  
MJE BUILDERS**

**PRELIMINARY SUBDIVISION APPROVAL**

**WHEREAS, MJE BUILDERS** (hereinafter referred to as the "Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Hollow Road consisting of a gross tract area of 9.9536± acres identified as Tax Parcel Nos. 67-00-02136-003 and 67-00-02135-102, (the "Tract"); and

**WHEREAS,** Developer intends to subdivide the Tract into four (4) lots as more particularly shown on Plans prepared by Woodrow & Associates, Inc., being Plans consisting of eighteen (18) sheets dated February 4, 2005 and last revised April 17, 2008 (the "Plans") which Plans are incorporated herein by reference; and

**WHEREAS,** Developer desires to obtain preliminary subdivision approval of the Plans from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

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

1. At this time, the Board of Supervisors hereby waives strict compliance with the following sections of the Worcester Township Subdivision and Land Development Ordinance:

- a. Section 130-16 pertaining to road frontage improvements;
- b. Section 130-18.A pertaining to required sidewalks on all road frontage;
- c. Section 130-18.B requiring curbs to be installed along each side of every residential secondary road;
- d. Section 130-20.C.7 requiring the top and bottom of slopes to be 3 feet from the property lines. A temporary grading easement has been shown along the proposed property line and shall be secured prior to recording of the subdivision plan;
- e. Section 130-22.B.1 requiring building set-back lines to be measured from easement lines;
- f. Section 130-22.B.2 and 130-22.D.1 requiring nothing to be set or put within an easement in order to permit the driveways to cross the Texas Eastern easement to access the building lots;
- g. Section 130-24.B.2.e.2 requiring reinforced concrete pipe for all storm sewer systems within the right-of-way in lieu of an infiltration trench in conjunction with the bio-infiltration swales for this project;
- h. Section 130-33.C (1) requiring the location of all existing features within 400 feet of the site; and

i. Section 130-24.B.2.h requiring calculations to insure that all inlets provide the maximum allowable head-water depth to be 1 foot below the top of the inlet grates as a result of the storm sewer system being designed as an infiltration trench.

2. Prior to preliminary plan approval, Developer shall revise the plans to address all outstanding issues in the Township Engineer's letter dated May 13, 2008 and all subsequent letters from the Township Engineer.


3. No waivers from any applicable provisions of the Worcester Township Subdivision and Land Development Ordinance are intended to be granted by virtue of this Preliminary Approval unless such waiver requests are specifically granted herein. Any proposed design or construction on the Plans which would otherwise require a waiver by the Board of Supervisors and which has not been specifically granted hereby, must be addressed to the discretion of the Board of Supervisors prior to final plan approval.

4. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.



**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on May 21, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris**, Chairman  
Board of Supervisors

Attest:   
**Arthur C. Bustard**, Secretary

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 08 -13**

**2131 BETHEL ROAD – 3-LOT SUBDIVISION  
PAT SPARANGO**

**PRELIMINARY SUBDIVISION APPROVAL**

**WHEREAS, PAT SPARANGO** (hereinafter referred to as the "Developer") is the equitable owner and developer of a certain tract of land situate in Worcester Township with frontage on Bethel Road consisting of a gross tract area of 8.0229± acres identified as Tax Parcel No. 67-00-0430-007 (the "Tract"); and

**WHEREAS,** Developer intends to subdivide the Tract into three (3) lots as more particularly shown on Plans prepared by Joseph M. Estock, being Plans consisting of three (3) sheets dated July 13, 2007 and last revised December 13, 2007 (the "Plans") which Plans are incorporated herein by reference; and

**WHEREAS,** Developer desires to obtain preliminary subdivision approval of the Plans from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

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

1. At this time, the Board of Supervisors hereby waives strict compliance with the following sections of the Worcester Township Subdivision and Land Development Ordinance:

- a. Section 130-16 pertaining to road frontage improvements;
- b. Section 130-18A requiring sidewalks along all streets;
- c. Section 130-18B requiring curbs to be installed along each side of every residential, secondary and commercial street or road;
- d. Section 130-22.B.1 pertaining to building set-back lines being measured from the near side of an easement;
- e. Section 130-31.G requiring fire hydrants to be located within 600 feet of all proposed structures; and
- f. Section 130-24.B.4.e.2 requiring seepage beds to be designed to empty the total design storm value in twenty-four (24) hours or less.

2. Prior to final approval, Developer shall revise the plans to address all outstanding items in the Township Engineer's review letter dated January 24, 2008 and all subsequent review letter of the Township Engineer.

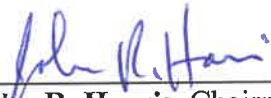
3. No waivers from any applicable provisions of the Worcester Township Subdivision and Land Development Ordinance are intended to be granted by virtue of this Preliminary Approval unless such waiver requests are specifically granted herein. Any proposed design or construction on the Plans which would otherwise require a waiver by the Board of Supervisors and which has not been specifically granted hereby, must be addressed to the discretion of the Board of Supervisors prior to final plan approval.

4. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors

upon preliminary approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on June 2, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman**  
Board of Supervisors

Attest:   
**Arthur C. Bustard, Secretary**

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2008-14**

**THE HIGHLANDS SUBDIVISION**

**Accepting Deeds of Dedication  
Ultimate Right-of-Way of Valley Forge Road and Horseshoe Drive**

**WHEREAS, GAMBONE DEVELOPMENT CO.,** ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided and Grantor has constructed certain roads known as Valley Forge Road and Horseshoe Drive.

**WHEREAS,** the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the ultimate right-of-way along Valley Forge Road and the rights of way for the newly constructed Horseshoe Drive; and


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

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

APPROVED this 18<sup>th</sup> day of June 2008, by the Board of Supervisors of Worcester Township for acceptance and recording.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman**  
Board of Supervisors

Attest:   
**Arthur C. Bustard, Secretary**

**Legal Description(s)**

**EXHIBIT "A"**

**Legal Description**

**EXHIBIT "B"**

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**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 08 - 15**

**RESERVE AT CENTER POINT – PHASE III**

**FINAL LOT CONSOLIDATION PLAN**

**WHEREAS, STUMP HALL ROAD ASSOCIATES, BENJAMIN G. POSEN AND MARLENA POSEN AND JOHN R. POSEN AND SARA L. POSEN** (hereinafter collectively referred to as the "Developer") are the owners and consolidators of a certain tract of land situate in Worcester Township with frontage on Township Line Road consisting of three tracts identified as Tax Block 17, Units 6, 48 and 55 (the "Tract"); and

**WHEREAS,** Developer intends to consolidate certain lots as more particularly shown on a Plan prepared by Langan Engineering & Environmental Services, being a plan consisting of one (1) sheet further identified as Sheet 12 of 42, dated May 10, 2004 and last revised October 23, 2006 (the "Plan") which Plan is incorporated herein by reference; and

**WHEREAS,** Developer desires to obtain final subdivision approval of the Plan from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

**NOW, THEREFORE, BE IT RESOLVED** that Worcester Township hereby grants final approval of the Development as shown on the Plan, subject, however, to the following conditions:

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

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

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


4. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid within ninety (90) days of this Resolution (or any written extension thereof), this contingent lot consolidation approval shall expire and be deemed to have been revoked unless an extension of time is granted by Worcester Township.

5. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors

upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on July 16, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman**  
Board of Supervisors

Attest:   
**Arthur C. Bustard, Secretary**

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF  
PENNSYLVANIA**

**RESOLUTION NO. 08-16**

**MONTGOMERY COUNTY PLANNING COMMISSION  
PLANNING ASSISTANCE CONTRACT**

**WHEREAS**, the Montgomery County Planning Commission established a program for the provisions of community planning assistance service by the staff of the Montgomery County Planning Commission on a 50-50 cost sharing basis from municipalities within the County; and

**WHEREAS**, the Board of Supervisors of Worcester Township has requested the Montgomery County Planning Commission to provide planning assistance to aid in the implementation of a comprehensive plan for the future development of the municipality; and

**WHEREAS**, the County of Montgomery, acting through the Montgomery County Planning Commission, proposes to render assistance to Worcester Township in the form of technical services in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to that certain agreement known as the "Planning Assistance Contract between Commissioners of Montgomery County and Worcester Township," being MCPC Contract #579.

**NOW, THEREFORE**, be it resolved, that the Worcester Township Board of Supervisors hereby endorses the execution of the Planning Assistance Contract between the Commissioners of Montgomery County and the Board of Supervisors of Worcester Township, being MCPC Contract #579, pursuant to all of the terms and conditions therein.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on August 20, 2008.

**WORCESTER TOWNSHIP**

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

  
**John R. Harris, Chairman  
Board of Supervisors**

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

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

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 08 - 17**

**CIFELLI MINOR SUBDIVISION**

**PRELIMINARY/FINAL SUBDIVISION APPROVAL**

**WHEREAS, MICHAEL CIFELLI** (hereinafter referred to as the "Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Mill Road consisting of a gross tract area of 3.67± acres (the "Tract"); and

**WHEREAS,** Developer intends to subdivide the Tract into two (2) lots as more particularly shown on a nine-sheet plan set dated February 21, 2008 with sheets 1, 2, 3, 4, 5, 7, 8 and 9 last revised June 10, 2008, and sheet 6 last revised June 19, 2006, prepared by David Erb Contractors, Inc. of Norristown, Pennsylvania as accompanied by a Post-Construction Stormwater Management Plan, dated June, 2008, and an Erosion and Sediment Pollution Control Plan, also dated February, 2008 (the "Plans") which Plans are incorporated herein by reference; and

**WHEREAS,** Developer desires to obtain preliminary/final subdivision approval of the Plans from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

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

1. At this time, the Board of Supervisors hereby waives strict compliance with the following sections of the Worcester Township Subdivision and Land Development Ordinance:

- a. Section 130-10.B to consider the Plans as a preliminary/final submittal;
- b. Section 130-24.B.3 which requires a 15-inch minimum storm pipe size;
- c. Section 130-24.B.4.d.2 which requires a maximum detention basin slope of 5:1;
- d. Section 130-24.B.4.f.3 which requires perforated riser for detention basins;
- e. Section 130-24.B.4.f.7 which requires a 2-foot freeboard for emergency spillways and basin;
- f. Section 130-24.B.4.f.9 which requires a top berm width of 10 feet for detention basins;
- g. Section 130-24.B.4.f.13 which requires basin water surface to be 100 feet from a proposed dwelling; and
- h. Section 130-22.B pertaining to stormwater easements and building setbacks.

2. Prior to the recording of the Plans, Developer shall provide copies to Township of any and all permits and approvals required by any agency, authority or governmental body having jurisdiction in any manner over the Development.

3. Prior to the recording of the Plans, Developer shall provide Township with detailed metes and bounds descriptions of all applicable utility easements being reserved over any lots of the Development. In addition, Developer shall provide Township with true and correct copies of any utility easements, including stormwater, over adjacent properties which easements may be necessary to adequately serve the lots with such facilities.

4. The subdivision shall be completed in strict accordance with the contents of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

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

6. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours' notice prior to the initiation of any grading or ground clearing (whether for the construction of Public Improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed.

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

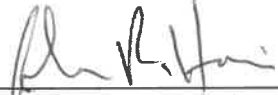
8. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid, the final plat or record Plans shall not be signed nor recorded. In the event that the fees have not been paid within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked unless an extension of time is granted by Worcester Township.

9. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the Township receives written notice of an appeal or rejection of any of the conditions set forth

herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on August 20, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman**  
Board of Supervisors

Attest:   
**Arthur C. Bustard, Secretary**



**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 08 - 18**

**REEVES MINOR SUBDIVISION**

**PRELIMINARY/FINAL SUBDIVISION APPROVAL**

**WHEREAS, DAVID W. REEVES** (hereinafter referred to as the "Developer") is the owner and developer of a certain tract of land situate in Worcester Township at the intersection of Valley Forge Road and Woodlyn Avenue consisting of a gross tract area of 6.147± acres (the "Tract"); and

**WHEREAS,** Developer intends to subdivide the Tract into two (2) lots as more particularly shown on plans prepared by David Erb Contractors, Inc., being Plans consisting of five (5) sheets dated February 8, 2008 and last revised April 28, 2008 (the "Plans") which Plans are incorporated herein by reference; and

**WHEREAS,** Developer desires to obtain preliminary/final subdivision approval of the Plans from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

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

1. At this time, the Board of Supervisors hereby waives strict compliance with the following sections of the Worcester Township Subdivision and Land Development Ordinance:

a. Section 130-22 pertaining to stormwater management to allow Developer to utilize the proposed stormwater infiltration pit which shall be constructed to the satisfaction of the Township Engineer;

b. Section 130-17.C(2) in order to permit the shared driveway depicted on the Plans further conditioned upon Developer submitting a Driveway Easement and Maintenance Agreement in recordable form and acceptable in content to the Township Solicitor;

c. Section 130-26.B(2)(c) requiring septic systems to be set back 30 feet from the property line in order to permit the existing septic system on Lot No. 1 to be within 20 feet of the property line;

d. Section 130-22.B(1) pertaining to building setback requirements for easements in order to permit a driveway easement as proposed; and

e. Section 130-18.A.& B. requiring curbing and sidewalk along Valley Forge Road and Woodlyn Avenue.

2. Developer shall revise the Plans to address all outstanding comments in the Township Engineer's review letter dated May 2, 2008 and all subsequent review letters of the Township Engineer to the satisfaction of the Township Engineer and the Board of Supervisors.

3. Prior to the recording of the Plans, Developer shall provide copies to Township of any and all permits and approvals required by any agency, authority or governmental body having jurisdiction in any manner over the Development.

4. Prior to the recording of the Plans, Developer shall provide Township with detailed metes and bounds descriptions of all applicable utility easements being reserved over any lots of the Development. In addition, Developer shall provide Township with true and correct copies of any utility easements, including stormwater, over adjacent properties which easements may be necessary to adequately serve the lots with such facilities.

5. The subdivision shall be completed in strict accordance with the contents of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

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

7. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours' notice prior to the initiation of any grading or ground clearing (whether for the construction of Public Improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed.

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

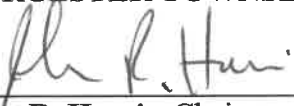
9. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid, the final plat or record Plans shall not be signed nor recorded. In the event that the fees have not been paid within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked unless an extension of time is granted by Worcester Township.

10. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of

this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on August 20, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris**, Chairman  
Board of Supervisors

Attest:   
**Arthur C. Bustard**, Secretary



2008-19 RESOLUTION  
APPLICATION FOR PERMIT  
TO INSTALL AND OPERATE  
TRAFFIC SIGNALS

DATE

November 3, 2008

WHEREAS, the Township of Worcester, in Montgomery County  
(CITY/TOWNSHIP/BOROUGH)

desires to erect, operate, and maintain traffic signals at the intersection of  
Valley Forge Road (S.R. 0.363) and Water Street Road, and

WHEREAS, the Vehicle Code requires the approval of the Secretary of Transportation before any traffic signals may be legally erected or reconstructed, and

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the  
Township of Worcester will prepare such a drawing in conformance with the instructions  
(CITY/TOWNSHIP/BOROUGH)  
provided by the Department.

NOW, THEREFORE, BE IT RESOLVED, that traffic signals be erected at the above mentioned location, subject to the approval of the Secretary of Transportation, and that his approval is hereby requested, and

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Township of Worcester will be bound by the following provisions:  
(CITY/TOWNSHIP/BOROUGH)

*The traffic signals shall be installed and maintained in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation and Should future highway or traffic conditions, or legal requirements, necessitate alteration of the construction or operation, or hours of operation, or removal of the traffic signals at the above mentioned location, they shall be altered or removed when and as directed by the Secretary of Transportation.*

I, ARTHUR C BUSTARD, Secretary of the Township of Worcester  
(TYPE/PRINT NAME OF OFFICIAL) (CITY/TOWNSHIP/BOROUGH)

do certify that the foregoing is a true and correct copy of the resolution legally adopted at the meeting held

November 3, 2008.  
(DATE)

\*SEAL\*

Signed Arthur C Bustard

**WORCESTER TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2008- 20**

A RESOLUTION AUTHORIZING THE ACQUISITION BY WORCESTER TOWNSHIP OF APPROXIMATELY 6.934 ACRES OF LAND IN FAIRVIEW VILLAGE, WORCESTER TOWNSHIP, OWNED BY JOHN E. HEYSER AND IDA JANE HEYSER TO BE PRIMARILY FUNDED BY A GRANT FROM THE MONTGOMERY COUNTY GREEN FIELDS/GREEN TOWNS GRANT PROGRAM.

**WHEREAS**, one of the highest priorities of the Worcester Township Open Space Plan is the acquisition of a certain parcel of undeveloped land immediately abutting the Worcester Township, Fairview Village Community Hall; and

**WHEREAS**, on or about March 3, 2008, the Board of Supervisors of Worcester Township passed Resolution No. 2008-06 authorizing any of its members to enter into an Agreement of Sale for the acquisition of approximately five (5) acres of the Heyser property immediately to the rear of the existing Fairview Village Meeting Hall property conditioned upon the Township's ability to obtain a Montgomery County Green Fields/Green Towns Program Grant to assist in the purchase of the Heyser property; and

**WHEREAS**, following the passage of Resolution No. 2008-06, Worcester Township has been afforded the opportunity to purchase an additional 1.934 acres of the Heyser property to provide for the construction of a Township approved road thereon; and

**WHEREAS**, the Worcester Township Board of Supervisors believe that the acquisition of approximately 6.934 acres of the Heyser property immediately adjacent to the Community Hall is not only consistent with the Township's Open Space Plan but is also an important piece of open space to be used in conjunction with the Community Hall property for Township gatherings and to preserve permanently a centrally located green area for the use and enjoyment of the citizens of Fairview Village as well as the citizens of the entire Township;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Supervisors of Worcester Township hereby authorizes any of its members to enter into an Agreement of Sale for the acquisition of approximately 6.934 acres of the Heyser property immediately to the rear of the existing Fairview Village Meeting Hall property (being a portion of Montgomery County Tax Parcels 67-00-01474-007 and 67-00-01486-004) for an agreed purchase price of \$709,521.00 and specifically conditioned upon the Township's ability to obtain a Montgomery County Green Fields/Green Towns Program Grant to assist in the purchase of the Heyser property in the minimum amount of \$409,301.00.
2. The Board of Supervisors hereby authorizes any of its members to execute not only an Agreement of Sale, but also all documents and paperwork necessary to

complete the acquisition of the Heyser property as described above pursuant to the terms of an Agreement of Sale, as amended, approved by the Township Solicitor and specifically conditioned upon the Township's receipt of a Montgomery County Green Fields/Green Towns Program Grant to assist in the acquisition.

3. The authority of any member of the Board of Supervisors authorized to execute an Agreement of Sale, or any amendment thereto, and all documents and paperwork necessary to complete the acquisition of the Heyser property as described above is also specifically conditioned upon the Township's receipt of a satisfactory appraisal of the Heyser property pursuant to the terms of Section 1503 of the Second Class Township Code, 53 P.S. 66503.

RESOLVED AND ADOPTED THIS 19<sup>th</sup> DAY OF NOVEMBER, 2008.

ATTEST:

  
\_\_\_\_\_  
Arthur C. Bustard, Secretary

WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS

BY:   
\_\_\_\_\_  
John Harris, Chairman

**WORCESTER TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2008- 21**

A RESOLUTION AUTHORIZING THE PARTICIPATION OF WORCESTER TOWNSHIP IN THE ACQUISITION BY THE MONTGOMERY COUNTY LANDS TRUST OF DEVELOPMENT RIGHTS TO APPROXIMATELY 81.1 ACRES OF LAND IN WORCESTER TOWNSHIP, OWNED BY WILLIAM J. MORAN, IV, MIQUELA L. MORAN, EXECUTRIX OF THE ESTATE OF WILLIAM J. MORAN, III AND ELIZABETH MORAN, TO BE PRIMARILY FUNDED BY THE MONTGOMERY COUNTY LANDS TRUST AND THE PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES.

**WHEREAS**, one of the highest priorities of the Worcester Township Open Space Plan is the acquisition and preservation of undeveloped land as open space in Worcester Township; and

**WHEREAS**, the Montgomery County Lands Trust entered into an Agreement of Sale for Development Rights on the Moran property to restrict and limit the further use and development of the entire 81.1 +/- acres for the purpose of preserving the agricultural fields, woodlands, and natural areas on the property; and

**WHEREAS**, the total purchase price for the development rights was Two Million Thirty Thousand and 00/100 Dollars (\$2,030,000.00); and

**WHEREAS**, the Montgomery County Lands Trust estimates that the total cost of acquiring the development rights on the Moran property will be Two Million Eighty-four Thousand Seven Hundred Sixty-eight and 75/100 Dollars (\$2,084,768.75); and

**WHEREAS**, the Montgomery County Lands Trust and the Pennsylvania Department of Conservation and Natural Resources have agreed to provide the following funding for the purchase:

Montgomery County Lands Trust	\$1,038,946.88
Pennsylvania Department of Conservation and Natural Resources	\$717,752.30.

**WHEREAS**, the Montgomery County Lands Trust and the Pennsylvania Department of Conservation and Natural Resources seek a contribution from Worcester Township in the amount of Three Hundred Thirty-seven Thousand Two Hundred Thirty-eight and 95/100 Dollars (\$337,238.95), or approximately 16% of the total estimated cost, to fund the remaining portion of the estimated total project cost; and



WHEREAS, several years ago, Worcester Township established a Township Open Space Fund, which has received numerous individual contributions designated for use by the Township to acquire and preserve open space within Worcester Township; and

WHEREAS, the Worcester Township Board of Supervisors believe that the acquisition of development rights for the purpose of preserving the agricultural fields, woodlands, and natural areas on the Moran property is consistent with the purposes behind the establishment of the Township Open Space Fund, the Township's Open Space Plan, and is in the best interest of the citizens of Worcester Township.

NOW, THEREFORE, BE IT RESOLVED as follows:


1. The Board of Supervisors of Worcester Township hereby authorizes the expenditure of Three Hundred Thirty-seven Thousand Two Hundred Thirty-eight and 95/100 Dollars (\$337,238.95) from the Worcester Township Open Space Fund for the acquisition of the development rights on the Moran property (being Montgomery County Tax Parcel 67-00-01672-00-7) as described above pursuant to the terms of an Agreement of Sale by and between William J. Moran, IV, Miquela L. Moran, Executrix of the Estate of William J. Moran, III, and Elizabeth Moran and the Montgomery County Lands Trust specifically conditioned upon the receipt of funding to assist in the purchase of the development rights from the Montgomery County Lands Trust and the Pennsylvania Department of Conservation and Natural Resources in the amounts of \$1,038,946.88 and \$717,752.30 respectively.
2. The Board of Supervisors hereby authorizes any of its members to execute all agreements, documents and paperwork necessary, subject to the review and approval of the Township Solicitor, to complete the acquisition of the development rights on the Moran property as described above pursuant to the terms of the Agreement of Sale by and between William J. Moran, IV, Miquela L. Moran, Executrix of the Estate of William J. Moran, III, and Elizabeth Moran and the Montgomery County Lands Trust.

RESOLVED AND ADOPTED THIS 1<sup>st</sup> DAY OF DECEMBER, 2008.

ATTEST:

  
Arthur C. Bustard, Secretary

WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS

BY:   
John Harris, Chairman

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

Return To: Same as above

Parcel No.: 67-00-02472-00-8

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2008- 22**

**PRELIMINARY LAND DEVELOPMENT APPROVAL**

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

**WHEREAS,** Developer proposes to construct two building additions to an existing one-story brick church, an additional parking lot and detention basin improvements; and

**WHEREAS,** the Development is more particularly shown on plans prepared by D.L. Howell of Downingtown, Pennsylvania, being plans consisting of twenty (20) sheets dated July 20, 2007 with a final revision date of October 22, 2008 (the "Plans"); and

**WHEREAS,** the Developer desires to obtain preliminary land development approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

**NOW, THEREFORE, BE IT RESOLVED** that Worcester Township hereby grants preliminary approval of the land development as shown on the Plans described herein subject, however, to the following conditions:

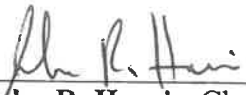
1. Prior to final approval, Developer shall verify the pre-development drainage area delineated on the Pre-Construction SWM Plan, Sheet 1 of 2, to determine whether the stormwater analysis should be revised to reflect the pre-development drainage area to the basin and a pre-development area that bypasses the basin.
2. Prior to final approval, Developer shall revise the Plans so that the Infiltration Basin Embankment Detail on Sheet 15 of 20 indicates Orifice Structure "C" to be at an elevation of 267.42 ft. and Weir Structure "B" to be at elevation 270.00 ft.
3. Prior to final approval, Developer shall verify the 63,851 cu. ft. of volume noted in the infiltration summary sheet in the Stormwater Management Report.
4. Prior to final approval, Developer shall revise the Plans to provide for a minimum freeboard of 2 ft. for the difference between the design flow elevation in the emergency spillway and the detention basin embankment.
5. Prior to final approval, Developer shall revise the plans to provide plantings in the proposed rain garden.
6. Prior to final approval, Developer shall revise the Plans to resolve, to the satisfaction of the Worcester Township Board of Supervisors and the Township Engineer, all issues in the Township Engineer's review letter dated November 6, 2008, consisting of three pages, and all subsequent review letters.
7. Prior to final approval, Developer shall obtain and deliver to Township all appropriate permits and approvals required for the development from the Montgomery County Conservation District and the Pennsylvania Department of Environmental Protection.

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

9. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval shall be deemed to have been automatically rescinded.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on November 19, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman,**  
Board of Supervisor

Attest:   
**Arthur C. Bustard, Secretary**

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2008 - 23**

**A RESOLUTION TO ADOPT A COMPREHENSIVE AMENDMENT TO THE WORCESTER TOWNSHIP COMPREHENSIVE PLAN PURSUANT TO ARTICLE III, SECTION 302 (a), (b), AND (c) OF THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE, ACT 247.**

**WHEREAS**, Worcester Township adopted a Comprehensive Plan in 1995 in accordance with Article III of the Pennsylvania Municipalities Planning Code, Act 247 (hereinafter the "1995 Comprehensive Plan"); and

**WHEREAS**, Worcester Township prepared the above noted comprehensive amendment, conducted a number of public meetings on the proposed Comprehensive Plan Update, and submitted the Comprehensive Plan Update for review and comment to the Montgomery County Planning Commission, the Methacton School District, and to all of the contiguous municipalities as specified by Article 302 of the Pennsylvania Municipalities Planning Code, Act 247; and

**WHEREAS**, The forty-five (45) day period for review and comment having been met, the Board of Supervisors of Worcester Township held one final public meeting on November 19, 2008 on the proposed Comprehensive Plan Update to take public comment, consider submitted review comments, and to make a formal decision regarding adoption of the Comprehensive Plan Update; and

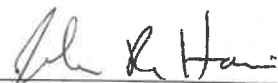
**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Worcester Township hereby adopts the proposed Comprehensive Plan Update, more specifically set forth in


the Worcester Township Comprehensive Plan Update 2008 attached as Exhibit "A" hereto and made a part hereof.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Worcester Township Comprehensive Plan Update 2008 shall hereinafter appear as the official Worcester Township Comprehensive Plan.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on December 17, 2008.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris**, Chairman  
Board of Supervisors

Attest:   
**Arthur R. Bustard**, Secretary

**RESOLUTION INDICATING INTENT TO FOLLOW MUNICIPAL RECORDS SCHEDULE**

Resolution No: 2008-24

RESOLUTION OF THE BOARD OF SUPERVISORS, OF WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, DECLARING THE INTENT TO FOLLOW THE SCHEDULES AND PROCEDURES FOR DISPOSITION OF RECORDS AS SET FORTH IN THE MUNICIPAL RECORDS MANUAL APPROVED ON JULY 16, 1993.

WHEREAS, a Local Government Records Committee was created by Act 428 of 1968 and empowered thereby to make rules and regulations for records disposition; and

WHEREAS, the Municipal Records Manual was approved by said Committee on July 16, 1993; and

WHEREAS, the Worcester Township desires to dispose of records according to statutory requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Worcester Township of Montgomery County, Pennsylvania, that it intends to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993.

Approved and adopted the 1<sup>st</sup> day of December 2008. I, the undersigned, hereby certify that the foregoing Resolution Number 2008-24 was duly adopted by the Board of Supervisors.

Attest:

John R. Harris Chairman  
Arthur C. Burtland Secretary

Seal

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2008-25**

**A RESOLUTION ESTABLISHING THE TOWNSHIP'S OPEN RECORDS  
POLICY UNDER ACT 3 OF 2008 INCLUDING, BUT NOT LIMITED TO,  
APPOINTING AN OPEN RECORDS OFFICER**

**WHEREAS**, the Pennsylvania Legislature enacted Act 3 of 2008 entitled "The New Open Records Law" (hereinafter "Act" or the "Right-to-Know Law"); and

**WHEREAS**, said Act requires, among other things, that the Township make available public records in accordance with the Act; and

**WHEREAS**, the Act requires, among other things, the appointment of an Open Records Officer.

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

1. The Township Manager is designated as the Open Records Officer of the Township effective January 1, 2009. In his absence, the Assistant Township Manager may act as Open Records Officer.
2. The Open Records Officer shall receive requests submitted to the Township under Act 3 of 2008, direct requests to other appropriate persons within the Township or to appropriate persons at another entity, track the Township's progress in responding to requests and issue interim and final responses under the Act.
3. Employees and officials of the Township are hereby directed to forward any and all such requests for records to the Open Records Officer.
4. Fees for duplication by photocopying by the Township shall not exceed \$.25 per page except as otherwise provided by statute or as required by the Commonwealth Office of Open Records.
5. Prior to granting a request for duplication of records, the requester shall prepay an estimate of the fees if it is expected by the Open Records Officer to exceed \$100.
6. The charge for granting a request for official certification of a record shall be \$1.00 per record certified in addition to the photocopying charge.
7. Pursuant to Section 707(b)(3) of the Right-to-Know Law, all (1) building plans and architectural drawings and (2) building specifications for all buildings in the Township shall not be disclosed publicly, but may be released to the owner of record or a design professional authorized in writing by the owner of record.



8. Pursuant to Section 707(b)(3) of the Right-to-Know Law, all information and specifications regarding alarm systems of buildings and structures shall not be disclosed publicly but may be released to the owner of record.

9. All prior resolutions, ordinances, rules and policies which contradict this Resolution or the Act, are hereby superseded accordingly.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on December 1, 2008.

**WORCESTER TOWNSHIP**

By: John R. Harris  
**John R. Harris**, Chairman  
Board of Supervisors

Attest: Arthur R. Bustard  
**Arthur R. Bustard**, Secretary

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 08-26**

**A RESOLUTION AUTHORIZING EXECUTION OF A CONSERVATION  
EASEMENT FOR PROPERTY OWNED BY CINDY WELSH HAINES  
("GRANTOR") AT 2209 NORTH WALES ROAD, WORCESTER  
TOWNSHIP, PENNSYLVANIA AND FURTHER AUTHORIZING THE  
TOWNSHIP TO REIMBURSE GRANTOR FOR EXPENSES ASSOCIATED  
WITH THE CONSERVATION EASEMENT**

**WHEREAS**, Cindy Welsh Haines ("Grantor") is the owner of property located at 2209 North Wales Road, Worcester Township, Montgomery County, Pennsylvania; being the same as Parcel No. 67-00-00337-001 consisting of 14.079 ± acres (the "Property"); and

**WHEREAS**, Grantor has approached Worcester Township and offered to grant a conservation easement to the Conservancy of Montgomery County and Worcester Township for preservation of open space, preservation of historic structures and an environmental conservation on the Property; and

**WHEREAS**, for and in consideration of the grant of conservation easement, the Board of Supervisors of Worcester Township has agreed to contribute \$15,000.00 to Cindy Welsh Haines to defray expenses incurred for the preparation of the conservation easement.

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

1. The Board of Supervisors of Worcester Township are hereby authorized to execute the Conservation Easement attached hereto as Exhibit "A"; and
2. the Board of Supervisors of Worcester Township hereby authorize the Township Manager to contribute \$15,000.00 to Cindy Welsh Haines to defray expenses incurred

ion, preparation and recording of the conservation easement and related

**PROVED** at the public meeting of the Worcester Township Board of Supervisors  
December 1, 2008.

**WORCESTER TOWNSHIP**

By:



**John R. Harris, Chairman,**  
Board of Supervisors

Attest:



**Arthur Bustard, Secretary**

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2008-27**

**HOWARTH TRACT SUBDIVISION**

**Conestoga Lane**

**WHEREAS, GAMBONE BROTHERS DEVELOPMENT COMPANY, ("Grantor")** are the owners of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided; and

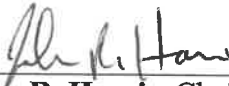
**WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00),** desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment of the newly constructed Conestoga Lane and

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

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

**APPROVED** this 19 day of November 2008, by the Board of Supervisors of Worcester Township for acceptance and recording.

**WORCESTER TOWNSHIP**

By:   
**John R. Harris, Chairman, Board of Supervisors**

Attest:   
**Arthur C. Bustard, Secretary**

**Legal Description(s)**

**EXHIBIT "A"**