MINUTES WORCESTER TOWNSHIP BOARD OF SUPERVISORS BUSINESS MEETING WORCESTER TOWNSHIP COMMUNITY HALL WEDNESDAY, SEPTEMBER 20, 2023- 7:00 PM

CALL TO ORDER: 7:01 PM

• ANNOUNCEMENTS:

Mr. Halbom announced the meeting was being recorded for future video broadcast.

Mr. Halbom announced the Board of Supervisors met in executive session on August 31st to discuss litigation, on September 8th to discuss personnel, on September 11th to discuss personnel, litigation, and real estate, and on September 18th to discuss personnel.

PLEDGE OF ALLEGIANCE

ATTENDANCE

All three Board members were in attendance.

INFORMATIONAL ITEMS

PUBLIC COMMENT

• There was no public comment.

OFFICIAL ACTION ITEMS

1. Consent agenda

Vice-Chair Betz motioned to approve the consent agenda, including Treasurers Reports and bill payments for the month of August totaling \$440,061.85, and the August Business Meeting minutes. There was no public comment. **The motion was seconded by Supervisor Quigley, and passed unanimously.**

2. Resolution 2023-17: A resolution to adopt the Act 537 Special Study for Towamencin Township

Chair DeLello asked Township Engineer John Evarts to summarize the project. Mr. Evans stated the resolution relates to a special study related to the Towamencin Sewer Sale and the resolution is a requirement of DEP, and was a procedural action.

Vice-Chair Betz motioned to approve Resolution 2023-17, a resolution to adopt the act 537 Special Study for Towamencin Township. There was no public comment. Supervisor Quigley seconded the motion. **The motion passed unanimously.**

3. Resolution 2023-18

A resolution of the Worcester Township Board of Supervisors Authorizing the
Acquisition of Certain Property located at 1581 Valley Forge Road, Consisting of
Approximately 0.97 Acres, More or Less, said tract being tax parcel no. 67-00-0104800-1; Authorizing the Preparation, Execution, And Recording of Any and All
Documents, Declaration of Taking, Deed-in-Lieu of Condemnation, Writings,
Instruments and Papers as May Be Necessary to Formally Acquire Title to Such
Property in the Name of Worcester Township.

Chair DeLello asked the Township Solicitor to summarize the matter. Mr. Brant shared that first, a resolution was required to begin executing the sale documents. Next, a "friendly condemnation" process saves the seller and Township the transfer tax fees. Closing would then take place the day following this meeting, if approved.

Vice Chair Betz motioned to approve Resolution 2023-18, Authorizing the Acquisition of Certain Property located at 1581 Valley Forge Road, Consisting of Approximately 0.97 Acres, More or Less, said tract being tax parcel no. 67-00-01048-00-1; Authorizing the Preparation, Execution, And Recording of Any and All Documents, Declaration of Taking, Deed-in-Lieu of Condemnation, Writings, Instruments and Papers as May Be Necessary to Formally Acquire Title to Such Property in the Name of Worcester Township.

Supervisor Quigley seconded the motion. There was no public comment. **The motion passed unanimously.**

4. Motion

• A motion to authorize execution of an agreement of sale for the potential purchase of a property.

Chair DeLello offered that this motion would not relevant to this evenings meeting, but had to remain on the agenda because of sunshine law requirements.

5. Motion

 A motion to authorize execution by the Township of the Valley Forge Road Corridor Temporary Construction and Access Easement and to accept the Deed of Dedication of Street Right-of-Way signed by The Stables Community Association re: 0 Spring Hill Road

Chair DeLello asked the Township Solicitor to summarize motions five, six, seven, and eight. Mr. Brant replied that all properties were related to the Valley Forge Road Corridor Improvement Project, and had been negotiated by Township Staff with each property owner.

6. Motion

 A motion to authorize execution by the Township of the Valley Forge Road Corridor Temporary Construction and Access Easement and to accept the Deed of Dedication of Street Right-of-Way signed by Donna Jones re: 2944 Woodlyn Ave

7. Motion

• A motion to accept the Valley Forge Road Corridor Deed of Dedication of Street Rightof-Way signed by Pascual Arias and Sharon Catagnus re: 1424 Valley Forge Road

Meetings to be held at Worcester Township Community Hall, 1031 Valley Forge Road.

8. Motion

 A motion to authorize execution by the Township of the Valley Forge Road Corridor Temporary Construction and Access Easement and to accept the Deed of Dedication of Street Right-of-Way signed by Derek Snyder and Kerri Owsiany re: 1252 Valley Forge Road.

Vice Chair Betz motioned to approve the execution of all documents referred to by the Solicitor and listed on the agenda as motions 5,6,7, and 8. The motion was seconded by Supervisor Quigley. There was no public comment. **The motion passed unanimously.**

9. Motion

- A motion to enter into settlement for tax assessment appeals for the following addresses:
 - 1. Methacton Area High School 1543 North Trooper Road

Mr. Brant summarized the motion. In this case, the Township will receive money back from the property owner who appealed in the amount of about \$15.00.

Vice Chair Betz motioned to approve the motion to enter into settlement for tax appeal at the property listed above. Supervisor Quigley seconded the motion. There was no public comment. **The motion passed unanimously.**

10. 2024 Budget

Finance Director Nicole Quagliariello provided the budget update. She highlighted this budget called for no new taxes, keeping Worcester Township the lowest taxing municipality in Montgomery County. The Board of Supervisors thanked Nicole for her hard work. Chair DeLello offered that, along with no raise in taxes, the Township is continuing to provide additional services to residents. He called attention to the Township's recent support of the Fire Department, a resource requiring significant funding.

Vice Chair Betz voiced optimism for the financial state of the Township and expressed his ongoing support of the Fire Department.

Supervisor Quigley offered that the Township is fortunate to have excellent finances. He commended the Township staff for their work, and shared the good financial management allows for the Township to address needs effectively. He commented that the budget is a living document and he looked forward to the next updates.

Chair DeLello commented on some of the financial stressors the Township was facing, particularly with the insurance market. He shared the Township was managing this well through their participation with the Delaware Valley Insurance Trust.

OTHER BUSINESS

Request by FC Montco (Youth Soccer Club) to erect temporary lights at Heebner Park during the Fall of 2023.

Chair DeLello provided some background regarding the request for temporary lights. Vice Chair Betz offered support for the youth sports organizations. Supervisor Quigley shared that the lights make sense given family's evening schedules, and the lack of daylight. Given the temporary nature of the lights, he voiced support for the request.

Mr. Pete Maxwell, President of FC MontCo, a local youth soccer organization, addressed the board. Pete shared FC MontCo had knocked on doors in the area to speak with residents about the request. They had a petition signed offering the support of those residents. He added the program hosts 650 kids that practice at Heebner and Mt. Kirk parks, primarily. Pete praised the four youth athletes who also attended for their civic work. He offered that the lights will be taken down in November once the kids move over to the High School area to practice.

Chair DeLello thanked Pete for his time. Supervisor Quigley asked if any other facilities were used that have lights. Pete shared that RedTail Park was that location, but it is under construction now.

The Board of Supervisors authorized the installation of temporary lights by FC MontCo, and directed Township Staff to assist, if necessary.

State Police Communication

Chair DeLello shared that he had interacted with several residents who shared concerns about how to report public nuisances to the state police. He shared some suggestions the Township Manager and State Police Liaison had discussed.

Supervisor Quigley shared that the PSP reports show more call responses lately than in years past, implying presence is likely up. He commented on car break ins and crimes of opportunities at the parks. He advocated for additional cameras to be installed to assist with security.

Vice Chair Betz asked about the existing cameras at Heebner Park. Mr. Halbom shared there are cameras covering limited areas of Heebner Park, currently. He voiced support for additional security cameras.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

The meeting adjourned at 7:39 PM.

UPCOMING MEETINGS

Planning Commission – September 28, 2023 (7:30 PM)

Zoning Hearing Board – September 26, 2023 (6:00 PM)

Board of Supervisors - October 18, 2023 (Work Session @ 6:30PM, Business Meeting @ 7:00PM)

Include Non-Anticipated: No Revenue Account Range: First Year To Date As Of: 09/30/23 to Last Expend Account Range: First Include Non-Budget: No Current Period: 09/01/23 to 09/30/23 to Last Print Zero YTD Activity: No Prior Year As Of: 09/30/23 Description Anticipated Excess/Deficit % Real Revenue Account Prior Yr Rev Current Rev YTD Revenue Cancel 48,424.44 44,450.00 5,817.88 001-301-100-000 Property Taxes- Current 472.28 50,267.88 0.00 113 001-301-500-000 Property Taxes- Liened 594.13 500.00 34.77 652.31 0.00 152.31 130 001-301-600-000 Property Taxes- Interim 851.50 200.00 108.57 666.36 466.36 0.00 333 a grazina propieda 301 Tota7 45,150.00 0.00 6,436.55 615.62 51.586.55 114 001-310-030-000 Per Capita Taxes- Delinquent 123.20 120.00 5.50 80.30 0.00 39.70-67 Real Estate Transfer Taxes 956.418.96 250,000.00 52,963,32 485,449.21 001-310-100-000 0.00 235.449.21 194 Earned Income Taxes 3,323,826.17 3,075,000.00 147,456.16 2,115,962,59 0.00 959,037.41-001-310-210-000 69 25.00 25.00-001-310-220-000 Earned Income Taxes- Prior Year 0.00 0.000.00 0.00 n 310 Total 4,280,368,33 3,325,145,00 200,424.98 2,601,492.10 0.00 723,652.90-105.206.62 102,793,38-001-321-800-000 Franchise Fees 212,419,34 208.000.00 0.00 0.0051 001-322-820-000 Road Opening Permits 495.00 300.00 53.00 530.00 0.00230.00 177 172.50 100.00 0.00 139.50 0.00 39.50 140 001-322-900-000 Sian Permits 001-322-920-000 Solicitation Permits 182.50 500.00 0.00 532.00 0.00 32.00 106 900.00 53.00 322 TotaT 850.00 1.201.50 0.00 301.50 134 001-331-120-000 Ordinance Violations 3.569.56 1,600,00 0.002,378.69 0.00 778.69 149 *** 001-341-000-000 500.00 2,143.08 10,191.77 0.00 9.691.77 Interest Earnings 3.651.17 85 0.00 3.145.05-001-342-000-000 Rents & Rovalties 18.347.17 20.558.14 1,721.51 17,413.09 Cell Tower Rental 181,824.00 16,526.94 139,929.13 41.894.87-001-342-120-000 192,796.18 0.00 77 157,342.22 0.00 45,039.92- 78 342 Rents & Royalties 211,143.35 202,382.14 18,248.45 **经验的证明**对实际。 001-355-010-000 Public Utility Realty Tax 3,583.06 3,583.06 0.00 0.00 0.00 3.583.06-0 001-355-040-000 600.00 600.00 0.00 0.00 0.00 600.00-0 Alcohol License Fees General Municipal Pension State Aid 45,300.21 45.300.21 45,040.40 259.81-001-355-050-000 45,040,40 0.00 Volunteer Fire Relief Association 102,103.80 102,451.40 102,451.40 0.00 347.60 100 001-355-070-000 102,103.80 967593888888 355 Total 151,587.07 151,587.07 147,491.80 147,491.80 0.00 4.095.27- 97

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-400-460-000	Legislative- Meetings & Seminars	3,444.12	5,000.00	0.00	3,480.49	0.00	1,519.51	70
	400 LEGISLATIVE BODY:	74,800.28	71,031.74	3,203.28	59,017.45	0.00	12,014.29	83
001-401-000-000	MANAGER:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-401-120-000	Management- Payroll	193,261.71	246,750.00	16,538.46	152,980.75	0.00	93,769.25	62
001-401-150-000	Management- Benefits	56,522.81	48,162.33	3,494.60	38,640.09	0.00	9,522.24	80
001-401-312-000	Management- Consultant Services	5,480.00	11,700.00	0.00	0.00	0.00	11,700.00	0
001-401-321-000	Management- Mobile Phone	914.06	900.00	104.41	987.67	0.00	87.67-	110
001-401-337-000	Management- Mileage Reimbursement	4,271.27	5,040.00	400.00	4,162.42	0.00	877.58	83
001-401-460-000	Management- Meetings & Seminars	2,412.99	3,160.00	0.00	6,101.29	0.00	2,941.29-	193
	401 MANAGER:	262,862.84	315,712.33	20,537.47	202,872.22	74-74-70.00	112,840.11	64
001-402-000-000	FINANCIAL ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-402-120-000	Finance- Payroll	71,178.02	79,863.00	6,538.46	60,360.16	0.00	19,502.84	76
001-402-150-000	Finance- Benefits	34,851.11	41,823.15	2,289.65	24,607.21	0.00	17,215.94	59
001-402-321-000	Finance- Mobile Phone	300.00	300.00	25.00	175.00	0.00	125.00	58
001-402-337-000	Finance- Mileage Reimbursement	324.87	250.00	0.00	86.20	0.00	163.80	34
001-402-460-000	Finance- Meeting & Seminars	0.00	700.00	55.00	90.00	0.00	610.00	13
	402 FINANCIAL ADMINISTRATION:	106,654.00	122,936.15	8,908.11	85,318.57	0.00	37,617.58	69
001-403-000-000	TAX COLLECTION:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-403-110-000	Tax Collection- Payroll	2,210.06	2,257.50	0.00	2,780.70	0.00	523.20-	123
001-403-150-000	Tax Collection- Benefits	169.07	123.52	0.00	212.72	0.00	89.20-	172
001-403-210-000	Tax Collection- Office Supplies	4,740.84	5,250.00	0.00	5,544.29	0.00	294.29-	106
001-403-310-000	Tax Collection- Professional Services	35,783.44	33,825.28	1,514.35	29,122.21	0.00	4,703.07	86
	403 TAX COLLECTION:	42,903.41	41,456.30	1,514.35	37,659.92	0.00	3,796.38	91
001-404-000-000	LEGAL SERVICES:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-404-310-000	Legal- General Services	280,638.51	157,263.50	35,752.95	209,053.41	0.00	51,789.91-	133
001-404-320-000	Legal- RTK Services	3,320.50	12,000.00	0.00	0.00	0.00	12,000.00	0
the manual area was to see a second of the s	404 LEGAL SERVICES:	283,959.01	169,263.50	35,752.95	209,053.41	0.00	39,789.91-	124
001-405-000-000	CLERICAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-405-140-000	Clerical- Payroll	54,177.26	125,541.15	3,520.00	59,774.00	0.00	65,767.15	48
001-405-150-000	Clerical- Payroll Clerical- Benefits	15,162.79	31,972.93	737.96	19,745.42	0.00	12,227.51	40 62
00T-407-T30-000	Cici icai - belleti (5	13,102.73	31,312.33	151.50	13,173,76	0.00	12,221.31	02

TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

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TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-413-000-000	UCC & CODE ENFORCEMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-413-110-000	Fire Marshal- Payroll	3,224.91	20,475.00	450.00	6,015.00	0.00	14,460.00	29
001-413-110-150	Fire Marshal- Benefits	2,462.59	6,008.39	394.10	3,755.67	0.00	2,252.72	63
001-413-140-000	Code Enforcement- Payroll	29,121.38	44,732.10	0.00	0.00	0.00	44,732.10	0
001-413-150-000	Code Enforcement- Benefits	13,213.98	17,076.29	0.00	0.00	0.00	17,076.29	0
001-413-210-000	Code Enforcement- Supplies	9,664.18	3,505.00	0.00	1,195.00	0.00	2,310.00	34
001-413-312-000	Code Enforcement- Consultant Services	86,552.50	78,277.04	4,420.00	45,935.00	0.00	32,342.04	59
001-413-321-000	Code Enforcement- Mobile Phone	220.46	300.00	20.03	180.27	0.00	119.73	60
001-413-337-000	Code Enforcement- Mileage Reimbursement	469.20	1,020.00	0.00	0.00	0.00	1,020.00	0
001-413-460-000	Code Enforcement- Meetings & Seminars	238.24	600.00	0.00	0.00	0.00	600.00	0
	413 UCC & CODE ENFORCEMENT:	145,167.44	171,993.82	5,284.13	57,080.94	0.00	114,912.88	33
001-414-000-000	PLANNING & ZONING:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-414-140-000	Zoning- Payroll	2,650.00	4,000.00	150.00	1,800.00	0.00	2,200.00	45
001-414-150-000	Zoning- Benefits	202.89	306.40	11.49	137.79	0.00	168.61	45
001-414-310-000	Zoning- Professional Services	17,697.00	8,500.00	1,554.00	11,488.00	0.00	2,988.00-	135
001-414-313-000	Zoning- Engineering	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
001-414-314-000	Zoning- Legal	37,025.00	32,300.00	0.00	23,926.12	0.00	8,373.88	74
001-414-315-000	Zoning- Conditional Use	1,320.00	8,700.00	0.00	0.00	0.00	8,700.00	0
001-414-341-000	Zoning- Advertisement	4,047.41	4,275.00	0.00	2,977.46	0.00	1,297.54	70
001-414-460-000	Zoning- Meetings & Seminars	0.00	200.00	0.00	0.00	0.00	200.00	0
	414 PLANNING & ZONING:	62,942.30	59,781.40	1,715.49	40,329.37	0.00	19,452.03	67
001-419-000-000	OTHER PUBLIC SAFETY:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-419-242-000	PA One Call	1,384.95	2,580.00	270.95	1,764.10	0.00	815.90	68
001-430-000-000	PUBLIC WORKS - ADMIN:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-430-140-000	Public Works- Payroll	484,064.02	583,804.74	40,404.40	381,339.44	0.00	202,465.30	65
001-430-150-000	Public Works- Benefits	276,955.37	295,325.06	17,418.85	192,505.50	0.00	102,819.56	65
001-430-238-000	Public Works- Uniforms	8,025.40	10,599.00	712.13	5,085.11	0.00	5,513.89	48
001-430-326-000	Public Works- Mobile phones	1,046.04	1,452.00	52.18	469.62	0.00	982.38	32
001-430-460-000	Public Works- Meetings & Seminars	280.00	1,700.00	0.00	132.66	0.00	1,567.34	8
001-430-470-000	Public Works- Other Expenses	2,172.69	1,465.00	0.00	1,706.00	0.00	241.00-	116
	430 PUBLIC WORKS - ADMIN:	772,543.52	894, 345.80	58,587.56	581,238.33	0.00	313,107.47	65
001-432-000-000	WINTER MAINTENANCE- SNOW REMOVAL:	0.00	0.00	0.00	0.00	0.00	0.00	0

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TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

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96T 0	00.0 -28.702,8	00.0	00.0 58.542,8	00.0	0.00 0.08 0.00	00.0 \$8.887,2	PARKS: Heebner Park- Utilities	00T-424-439-000 00T-424-000-000
8	00'446'6T	00.0	00'008'T	300,00	21,744,00	£8'16Z'6L	422 PARTICIPANT RECREATION:	The state of the s
0 0 1 9 0	T'000.00 T'000.00 0.00	00.0 00.0 00.0 00.0	00.0 00.0 00.008,1	00.0 00.00£ 00.0 00.0	0.00 0.008,2 00.007,01 00.444,8	0.00 7,949.83 8,940.00 00.240,8	PARTICIPANT RECREATION: Camps & Sport Leagues Community Day Library	007-425-250-000 007-425-520-000 007-425-548-000 007-425-000-000
75 0	30°804°28 00°00	00.0 00.0	T+"S6T"+ 00"0	3,107,50 0.00	00.00 35,000,00	00°0 79°87¢°¢	STORM WATER MANAGEMENT: Stormwater Management- Engineering	000-8T8-9++-T00 000-000-9++-T00
9†	T9'844'69	00.0	T6.762,88	90'975'8T	ZS:928'8ZI	72, 102, 93	438 KOVDS & BKIDCES:	
0 49 24 TS 77 0	73,500.00 1,509.11 1,509.12 1,550.41 1,550.41 1,550.00 1,00.00	00.0 00.0 00.0 00.0 00.0 00.0 00.0	00'0 \$2'.166'51 \$2'.106'51 \$2'.250'51 \$2'.26'5	00'0 80'898 91'880'9T 82'725 82'761'T 60'00'0	75°00°00 12°00°00 12°00°00 10°000°00	00'0 72'852'8 60'75'75'75'75'75'75'75'75'75'75'75'75'75'	ROADS & BRIDGES: Gasoline Diesel Fuel Road Supplies Engineering Road Program- Contractor	007-438-313-000 007-438-313-000 007-438-545-000 007-438-535-000 007-438-537-000 007-438-537-000
65	I7.852.75	00.0	23 400 S	Z0:90T.E	00.000,1e	98 606 86	437 REPAIRS OF TOOLS AND MACHINERY:	
T.Z 29 0	94.288,21 24.288,41 00.00	00.0 00.0 00.0	0.00 57.500,02 48.788,8	0.00 87.287,2 62.04£	00'000'9T 00'000'5/ 00'0	80.047,78 87.047,78	REPAIRS OF TOOLS AND MACHINERY: Machinery & Tools- Vehicle Maintenance Machinery & Tools- Small Tools	000-097-754-T00 001-437-000-000 001-437-000-000
95	₹,562,45	00'0	SS: Z4Z*TI		00'016'6I	73 642 00	#33 TRAFFIC CONTROL DEVICES:	
43 82 99 0	28:915 28:915 28:089'T 00:0	00.0 00.0 00.0 00.0	0.00 8,023.15 77.924.63 6.00	0.00 0.00 0.00 0.00 0.00	00.00 00.000,2 00.004,11	79.649.8 85.239.8 79.649.8	TRAFFIC CONTROL DEVICES: Traffic Signal- Engineering Traffic Signal- Electricity Traffic Signal- Maintenance	007-433-354-000 007-433-397-000 007-433-000
7.7	\$4°802'04	00'0	96*+61*6	00.00	44'000'00	22,792.43	432 WINTER MAINTENANCE- SNOW REMOVAL:	
0 77	T'200'00 33'302'0∉	00.0 00.0	00.0 96.461,6	00.0 00.0	T'200'00 45'200'00	64.267,22 00.0	Snow Removal- Materials Snow Removal- Contractor	001-435-420-000 001-435-500-000
% Expd	Balance	Cancel	YTD Expended	Current Expd	Budgeted	bqx∃ nY noin¶	noitqinosad	Expend Account

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-454-437-001	Heebner Park- Athletic Fields	12,305.81	15,800.00	1,045.69	4,661.81	0.00	11,138.19	30
001-454-437-002	Heebner Park- Expenses	5,544.73	8,000.00	656.26	5,437.75	0.00	2,562.25	68
001-454-438-001	Mount Kirk Park- Athletic Fields	2,779.11	3,700.00	160.87	503.52	0.00	3,196.48	14
001-454-438-002	Mount Kirk Park- Expenses	1,114.95	1,000.00	234.76	1,425.05	0.00	425.05-	143
001-454-438-003	Mount Kirk Park- Utilities	0.00	700.00	0.00	844.96	0.00	144.96-	121
001-454-439-001	Sunny Brook Park- Athletic Fields	4,581.66	4,700.00	402.19	1,042.82	0.00	3,657.18	22
001-454-439-002	Sunny Brook Park- Expenses	1,244.73	3,602.00	234.77	1,087.00	0.00	2,515.00	30
001-454-446-000	Sunny Brook Park- Utilities	1,167.93	1,680.00	0.00	988.90	0.00	691.10	59
001-454-470-000	Heyser Park- Horse Ring	0.00	500.00	0.00	0.00	0.00	500.00	0
001-454-471-000	Heyser Park- Expenses	0.00	350.00	0.00	42.31	0.00	307.69	12
001-454-480-000	Trail Expenses	477.88	2,850.00	0.00	4,143.32	0.00	1,293.32-	145
001-454-490-000	Other Parks	831.70	5,215.00	179.60	1,508.67	0.00	3,706.33	29
	454 PARKS:	32,787.34	51,433.00	2,914.14	28,229.93	0.00	23,203.07	55
001-459-000-000	PUBLIC RELATIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-459-340-000	Public Relations- Community Newsletter	21,533.26	20,700.00	5,629.88	16,795.63	0.00	3,904.37	81
001-459-341-000	Public Relations- Other Communications	105.26	2,000.00	2,248.14	2,248.14	0.00	248.14-	112
	459 PUBLIC RELATIONS:	21,638,52	22,700.00	7,878.02	19,043.77	0.00	3,656.23	84
001-486-000-000	INSURANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
001-486-350-000	Insurances	92,314.00	109,454.80	1,930.00	74,349.55	0.00	35,105.25	68
001-492-300-000	Transfer To Capital Fund	3,189,808.03	872,109.81	0.00	0.00	0.00	872,109.81	0
	001 Fund 001 Expend Total	6,022,956.55	4,070,868.55	306,269.19	2,150,110.53	0.00	1,920,758.02	<u>0</u> 53

001 Fund		Prior	Current	YTI
	Revenues:	5,351,795.05	380,595.95	3,309,961.30
	Expended:	6,022,956.55	306,269.19	2,150,110.53
	Net Income:	671.161.50-	74,326,76	1,159,850.77

TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

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99 82 99 94 94 22 23 45 47 89 29 29 29 29 29 29 29 29 29 29 20 20 20 20 20 20 20 20 20 20 20 20 20	00'012'Z 20'00 20'20'C 20'C	00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0 00.0	00.040, E 10.00, 04, E 10.00, 04, E 10.00, 04, E 10.00, 04, E 10.00, E	05.264 00.0 05.264 85.68 05.264 00.0 05.264 61.89 05.264 00.0 00.0 49.68 00.868,9 00.024 57.88 00.024 57.88 00.024 57.88 00.024 00.00 0	00'05T'9 00'097'5 00'05T'9 00'269'7 00'05T'9 00'05T'9 00'05T'9 00'05T'9 00'762'9 00'762'9 00'762'9 00'762'7 00'005'T 00'005'T 00'005'T 00'005'T	00.088,2 99.281,8 02.308,2 59.167,2 00.087,2 82.101,4 00.087,2 17.808,7 00.087,2 22.141,201 62.486,3 44.276,48 82.180,2 64.486 82.180,2 64.486 82.180,2 64.486 83.186,2 66.486 84.186,2 66.486 85.186,2 66.486 85.186,2 66.486 85.186,2 66.486 85.186,2 66.486 85.186,2 66.486 86.486	WASTWATER COLLECTION AND TREATMENT: Alarm Services Cother Expenses Plant Operations Utilities Equipment & Repairs Center Point- Operations Center Point- Utilities & Repairs Meadowood- Operations Meadowood- Utilities & Repairs Heritage Village- Utilities & Repairs Heritage Village- Utilities & Repairs Heritage Village- Utilities & Repairs Chadwick Place- Operations Chadwick Place- Utilities & Repairs Chadwick Place- Operations	T00-97#-67#-800 Z00-57#-67#-800 Z00-57#-67#-800 Z00-57#-67#-800 Z00-57#-67#-800 Z00-57#-67#-800 Z00-57#-67#-800 Z00-57#-67#-800 Z00-77#-67#-800 Z00-77#-67#-800
 % Exbq	Balance	Cancel	YTD Expended	Current Expd	рәтәбрия	Prior Yr Expd	noŕidinoseo	Expend Account
<u> 16</u>	-89:598 ¹ +9	00.0	48.120 48.120 48.130	00.0 21.388,34	<u>20.858,227</u>	59 ETE 660 T	Refund of Prior Year Expenditures 008 Fund 008 Revenue Total	000-000-362-800
0	-00.25.	00.0	00.0	00.0	00.25	00.0	Miscellaneous Income	000-000-18E-800
98	-48 [*] 994 [*] E0T	00'0	SI't90'tt9	t8`89\$'Tb	Z0.1£8,7 <i>¥</i> 7	T9:ST6:727	FatoT 48£	
## E0T T6 08 T#T	-00.027 -88.508,601 -70.112,51 -88.508,601 -00.027	00.0 00.0 00.0 00.0 00.0	00.009 99.247,7 86.887,121 52.000,285 40.009	52°582°52 22°582°52 22°582°52 23°582°52 30°582°58	7,500.00 7,500.00 7,500.00 545,403.40 545,403.40	00.252, 1 47.774, 8 60.280, 27 7.007, 78 81.007, 78 90.008, 8	Tapping Fees Sewer Fees- Residential Sewer Fees- Commercial Late Fees Certification Fees	008-364-120-000 008-364-130-000 008-364-130-000 008-364-170-000
			0010	00.0	00.0	42.422,128	AAAA Funds	*008-32T-T00-000
0	00.0	00.0	00.0	00 0	VV V	, , , , , , , , , , , , , , , , , , , ,	•	
0 	08.4384.30 00.0	00.0	06.4364,30	82.71E,2 8	5,000.00	08.871,02	Interest Earnings	008-341-000-000

Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
Adair Pump- Utilities & Repairs	2,575.73	4,560.00	0.00	1,804.93	0.00	2,755.07	40 ***
Depreciation	287,297.00	73,000.00 0.00	0.00	731,638.02 0.00	0.00	0.00	0
429 WASTWATER COLLECTION AND TREATMENT:	782,524,78	575,640.00	43,398.02	1,099,875.59	0.00	524,235.59-	191
DEBT PRINCIPAL:	0.00	0.00	0.00	0.00	0.00	0.00	0
General Obligation Bond- Principal	0.00	130,000.00	0.00	0.00	0.00	130,000.00	0
DEBT INTEREST:	0.00	0.00	0.00	0.00	0.00	0.00	0
General Obligation Bond- Interest	40,001.26	41,431.26	0.00	19,188.13	0.00	22,243.13	46
Fiscal Agent Fees- 2016 Bond	1,050.00	1,100.00	0.00	1,050.00	0.00	50.00	95
INSURANCE:	0.00	0.00	0.00	0.00	0.00	0.00	0
Insurance Expense	4,130.00	5,001.20	0.00	5,001.20	0.00	0.00	<u>100</u> 149
	Adair Pump- Utilities & Repairs Capital Improvements Depreciation 429 WASTWATER COLLECTION AND TREATMENT: DEBT PRINCIPAL: General Obligation Bond- Principal DEBT INTEREST: General Obligation Bond- Interest Fiscal Agent Fees- 2016 Bond INSURANCE:	Adair Pump- Utilities & Repairs 2,575.73 Capital Improvements 65,082.96 Depreciation 287,297.00 429 WASTWATER COLLECTION AND TREATMENT: 782,524.78 DEBT PRINCIPAL: 0.00 General Obligation Bond- Principal 0.00 DEBT INTEREST: 0.00 General Obligation Bond- Interest 40,001.26 Fiscal Agent Fees- 2016 Bond 1,050.00 INSURANCE: 0.00	Adair Pump- Utilities & Repairs 2,575.73 4,560.00 Capital Improvements 65,082.96 73,000.00 Depreciation 287,297.00 0.00 429 WASTWATER COLLECTION AND TREATMENT: 782,524.78 575,640.00 DEBT PRINCIPAL: 0.00 0.00 General Obligation Bond- Principal 0.00 130,000.00 DEBT INTEREST: 0.00 0.00 General Obligation Bond- Interest 40,001.26 41,431.26 Fiscal Agent Fees- 2016 Bond 1,050.00 1,100.00 INSURANCE: 0.00 0.00	Adair Pump- Utilities & Repairs 2,575.73 4,560.00 0.00 Capital Improvements 65,082.96 73,000.00 6,971.85 Depreciation 287,297.00 0.00 0.00 0.00 429 WASTWATER COLLECTION AND TREATMENT: 782,524.78 575,640.00 43,398.02 DEBT PRINCIPAL: 0.00 0.00 0.00 General Obligation Bond- Principal 0.00 130,000.00 0.00 DEBT INTEREST: 0.00 0.00 0.00 0.00 General Obligation Bond- Interest 40,001.26 41,431.26 0.00 Fiscal Agent Fees- 2016 Bond 1,050.00 1,100.00 0.00 INSURANCE: 0.00 0.00 0.00 0.00	Adair Pump- Utilities & Repairs 2,575.73 4,560.00 0.00 1,804.93 Capital Improvements 65,082.96 73,000.00 6,971.85 731,638.02 Depreciation 287,297.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Adair Pump- Utilities & Repairs 2,575.73 4,560.00 0.00 1,804.93 0.00 Capital Improvements 65,082.96 73,000.00 6,971.85 731,638.02 0.00 Depreciation 287,297.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Adair Pump- Utilities & Repairs 2,575.73 4,560.00 0.00 1,804.93 0.00 2,755.07 Capital Improvements 65,082.96 73,000.00 6,971.85 731,638.02 0.00 658,638.02-Depreciation 287,297.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

008 Fund

	Prior	Current	YTD
Revenues:	1,099,313.65	46,886.12	688,490.34
Expended:	827,706.04	43,398.02	1,125,114.92
Net Income:	271,607.61	3,488.10	436,624.58-

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TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

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0	00.0	00.0	00.0	00.0	00.0	60'9TT'0S	Bond Expenses	*030-475-000-000
0	-95'T88'60T .	00.0	95.188,601	78,347.50	00.00	00.0	Loan Interest	030-472-200-000
þΖ	It. 699, 86	00'0	65,088,772	68'8S6'0ZT	00.002,47£	Z9'660'IIS'Z	Fator 454	
T8 S 8Z	-TZ*#66'8#T Z9*899'5#Z	00.0	17.466,671 88.888,76	56.818,261 56.818,261	343 ² 000.00	06.385,386.90 27.287,714	Parks and Trails Land Acqusition	030-424-710-000 030-454-600-000
0	T2'300'00	00.0	00.0	00.0	12,300.00	00*0	elsnpi≥ & enpi≥ oifflaπ	030-433-600-000
JE.	T*425*267*T	00.0	€Z'T⊅T'999	St'SI6'27	74.807,811,2	97'06Z'7ZZ'T	LA30 Total	
0 07	66.987,284 25.087,284	00.0 00.0	84.187 84.187	00.0 27.915.45	74.812,524 7,665,190.00	77.882,ELL 27.402,809,L	Capital Roads Equipment Purchases	000-074-087-080 000-009-087-080
9T 0	78,808,88 00,0	00.0 00.0	89.868,8	0T'9T6 00'0	0.00	0.00 108,522,84	GOVERNMENT BUIILDINGS & PLANTS: Building Improvements	030-409-600-000 030-409-000-000
97 0	00.0 26.728,7	00.0 00.0	50°7¢9°7 0°00	00.0 00.870,2	00.0 00.000,0I	4,377.54 0.00	SECRETARY/CLERK: Office Equipment	030-402-150-000 030-402-000-000
% Exbq	Balance	Cancel	YTD Expended	Current Expd	рэтэррия	bqx3 nv noin9	Description	Expend Account
08	- <u>79.751,888</u>	00.0	6T.9Z6,E94,L	78, <u>eet, ett</u>	18,830,088, <u>T</u>	98°582°262°5 00°0	Refund of Prior Year Expenditures Solo Fund 050 Revenue Total	030-392-000-000
0	00.0	00.0	00.0	00.0	00.0	2,115,000.00	Proceeds of General Long Term Debt	*030-393-000-000
0	-18.601,278	00.0	00.0	00.0	T8.601,278	3,189,808.03	bnui ferenee mori reitant	030-365-010-000
***	00.021,64	00.0	48,120.00	00°0ΖΤ° <i>Ζ</i> Φ	2,000.00	00'497'TT	Miscellaneous Income	030-387-000-000
9\$	-00.022,6	00.0	00.426,7	00.0	14,204.00	3,977.00	e99∃ JosqmI oifffenI	000-001-898-080
ÞΙΙ	00.207,001	00.0	802,455.00	00.0	701,750.00	738,124.00	Grants	030-324-321-000
727	6T.7 6 7, 4 8	00.0	61.767,408	78.610,27	00.000,042	£8.609,852	spainisa teareti	030-341-000-000
% Real	fxcess/Defricit	Cancel	YTD Kevenue	Current Rev	betsqipitanA	vea ny noing	Description	Revenue Account

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Expend Account

Description

TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

Budgeted

Current Expd

YTD Expended

Cancel

Page No: 11

Balance % Expd

030 Fund	Revenues: Expended: Net Income:	Prior 5,792,285.86 4,396,900.55 1,395,385.31	Current 119,139.87 280,210.94 161,071.07-	YTD 1,463,926.19 1,063,392.11 400,534.08

Prior Yr Expd

TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

035 Fund

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pdx∃ %	Balance	Cancel	ATD Exbended	Current Expd	рэтэрыия	Prior Yr Expd	Description	Expend Account
<u>709</u> 703	08'459'6T 66'T86'8	00.0 00.0	35,020,178 364,920,35	00.00 <u>EE,087,1</u>	35.859,225 36.884,728	76.820,748 76.820,748	chupid Fuel Funds Fistot europs 250 brun 250	032-322-050-000
815	T8:S/9'0T	00.0	18.271,15	££'087,1	J'200'00	66°572′†	zprinns3 jesenējaī	032-34T-000-000
% кез]	ficited/seesx3	Cancel	YTD Revenue	Vex furnit Rev	Anticipated	vea ry roing	Description	Revenue Account

9T '960'ZZE	I,780.33	96°ZZ8'8T	Net Income:
00.0	00.0	00,000,888	Exbended:
9T'960'ZZE	I,780.33	321'855'66	Kevenues:
<u>aty</u>	Current	<u> 10[19</u>	

TOWNSHIP OF WORCESTER Statement of Revenue and Expenditures

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
040-341-200-000	Interest Earnings Developers 040 Fund 040 Revenue Total	403.82 403.82	0.00 0.00	108.94 108.94	898.49 898.49	0.00 0.00	<u>898,49</u> 898,49	0
		Prior nues: 403.82 nded: 0.00 come: 403.82	108.94 0.00	YTD 898.49 0.00 898.49				
		Prior nues: 12,595,621.34 nded: 11,580,563.14 come: 1,015,058.20	548,511.21 629,878.15	YTD 5,840,372.48 4,338,617.56 1,501,754.92				

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09/01/2023 to 09/30/2023

Total: 40



ID#	Туре	Location	Status	N/A	N/A	Issue Date	Cost
B-2019-227		2 UMBRELL DR	Completed			9/15/2023	\$8,419.30
Des	cription: New Tow	nhouse Construction					
B-2022-199	Building Permit	2620 Skippack Pike	Completed			9/11/2023	\$3,408.63
Des	cription: Construc	tion of NSFD					
B-2022-260	Building Permit	3 UMBRELL DR	Completed			9/27/2023	\$9,254.92
Des	-	struction - Townhomes					, ,
B-2022-457	Building Permit	2622 HAWTHORN DR	Application			9/11/2023	\$3,442.25
	cription: Construc		Аррпсасіон			5/11/2025	ψ5,++2.25
B-2023-228		2643 HAWTHORN DR	Application			9/1/2023	\$242.50
Des	cription: Install in	ground concrete swimming pool.					
B-2023-229		1902 LINDEN WAY	In Progress			9/11/2023	\$109.50
Des	cription: Construc	t a 294 square foot deck.					
G-2023-51	Grading Permit	1902 LINDEN WAY	In Progress			9/11/2023	\$365.00
Des	cription: Grading	for construction of patio and deck.					
G-2023-52	Grading Permit	2643 HAWTHORN DR	In Progress			9/1/2023	\$365.00
Des	cription: Grading	for installation of inground concret	e swimming pool.				

09/01/2023 to 09/30/2023

Total: 40



B-2023-235 Building Permit 2500 CREEKSIDE DR Description: Remove existing 248 square foot	In Progress t deck and replace with new 640 square	oot partially covered deck.	\$222.50
Description: Remove existing 248 square foo	t deck and replace with new 640 square f	oot partially covered deck.	
B-2023-243 Building Permit 3281 HEEBNER RD	In Progress	9/19/2023	\$2,068.81
Description: New SFD Lot 2			
Z-2023-119 Zoning Permit 3100 SKIPPACK PIKE	Application	9/5/2023	\$28.00
Description: Install wooden greenhouse.			
B-2023-245 Building Permit 3061 MILL RD Description: Demolish Existing Structure (170	In Progress	9/7/2023	\$154.50
Description. Demonstr Existing Structure (170	ou square reet)		
		0.17.1222	
B-2023-246 Building Permit 7 CHADWICK CIR Description: Water Heater Replacement	In Progress	9/7/2023	\$74.50
P 2022 247 Duilding Downit 1101 KDIEDEL MILL D	D. In Dunnayana	0/7/2022	¢152.50
B-2023-247 Building Permit 1101 KRIEBEL MILL R Description: Installation of 37 roof mounted s		9/7/2023	\$152.50
·	·		
G-2023-53 Grading Permit 1233 MERRYBROOK R	D In Progress	9/13/2023	\$365.00
Description: Grading for septic system repair		3, 13, 23, 23	φ303100
B-2023-248 Building Permit 2538 STONY CREEK R	D In Progress	9/7/2023	\$89.50
Description: Direct replacement of gas furnace			

09/01/2023 to 09/30/2023

Total: 40



ID#	Туре	Location	Status	N/A	N/A	Issue Date	Cost
B-2023-249	Building Permit	2220 WEBER RD	In Progress			9/7/2023	\$174.50
Des	cription: Residenti	ial alterations to bathroom changir	ng out tub to roll ir	shower.			
Z-2023-120	Zoning Permit	2617 HAWTHORN DR	In Progress			9/12/2023	\$28.00
		tion of 140 sq ft shed in rear yard.	_			3, 12, 2023	Ψ20:00
D 2022 250	B 11 11 B 11	2617 HAWTHODN DD	. D			0.440.42022	+22.50
B-2023-250		2617 HAWTHORN DR t a 12 x 24 Pavilion in rear yard.	In Progress			9/19/2023	\$32.50
Des	cription. Construc	t a 12 X 24 Favilloli III leai yaid.					
<u>Z-2023-121</u>	Zoning Permit	2921 DEFFORD RD	In Progress			9/13/2023	\$28.00
Des	cription: Zoning re	eview for a 30 \times 10 5' second floor	addition to includ	e relocation of master bath a	nd new laundry space.		
B-2023-251	Building Permit	1902 LINDEN WAY	In Progress			9/19/2023	\$32.50
		on of 4 lights, 2 switches and 1 ce	_			5/ 15/ 2020	492.00
B-2023-252		23 UMBRELL DR	In Progress			9/19/2023	\$102.50
Des	cription: Install 18	BKW residential generator with NG	connection.				
B-2023-253	Building Permit	2921 DEFFORD RD	In Progress			9/21/2023	\$219.05
Des	cription: 315sq. ft	. 2nd floor addition					
B-2023-254	Building Pormit	2214 AYRESHIRE DR	In Drogross			9/21/2023	\$89.50
<u>D 2023-234</u>	-	Gas Furnace	In Progress			9/21/2023	φ09.30
	. top.acc t						

09/01/2023 to 09/30/2023

Total: 40



ID#	Туре	Location	Status	N/A	N/A	Issue Date	Cost
De	scription:						
B-2023-255		4 UMBRELL DR	Completed			9/15/2023	\$0.00
De	scription: New Tow	nhouse Construction					
<u>Z-2023-122</u>	Zoning Permit	2253 OAK TER	In Progress			9/19/2023	\$28.00
De	scription: Replacer	nent of existing aluminum fence in	rear yard.				
B 2022 250	Duilding Daweit	1716 WHITEHALL DD	In Dunguese			0/21/2022	#80 F0
B-2023-258		1716 WHITEHALL RD and Install New Boiler.	In Progress			9/21/2023	\$89.50
	ou puon nomero	ana 2004an 1100 2006.					
Z-2023-124	Zoning Permit	2597 HAWTHORN DR	In Progress			9/19/2023	\$28.00
De	scription: Install 4f	t fence in rear yard for security.					
Z-2023-125	Zoning Permit	2592 HILLCREST DR	In Progress			9/19/2023	\$28.00
De		alkway and patio in rear of home.					
7 2002 406	- . -	27.11422211.22				0.425.42022	+20.00
Z-2023-126	Zoning Permit	37 UMBRELL DR O x 16 Patio in rear yard,	In Progress			9/25/2023	\$28.00
De	scription: metan it	7 X 10 Fatto III Fear yard,					
B-2023-259	-	1825 WHITEHALL RD	In Progress			9/21/2023	\$89.50
De	scription: Installati	on of a 275 gallon oil tank replace	ment.				
B-2023-260	Building Permit	2697 ELDER WAY	In Progress			9/26/2023	\$102.50
<u>D 2023 200</u>	Danaing I Citillic	LOST LEDER WAT	1111091633			7/20/2023	Ψ102.30

09/01/2023 to 09/30/2023

Total: 40



ID#	Туре	Location	Status	N/A	N/A	Issue Date	Cost
Des	cription: Install 24	KW Generator with NG Connection	n.				
B-2023-261	Building Permit	2052 BETHEL RD	In Progress			9/26/2023	\$89.50
Des	cription: Replace of	oil tank					
B-2023-262	Building Permit	3327 CUSTER WAY	In Progress			9/26/2023	\$32.50
		service for in-ground pool					
B-2023-264	Building Permit	2875 HICKORY HILL DR	In Progress			9/26/2023	\$89.50
	cription: Replace		11111091033			3, 20, 2023	Ψ03.30
Z-2023-127	Zoning Permit	2619 HAWTHORN DR	In Progress			9/25/2023	\$28.00
		on of 252 LF of Aluminum Fence to		<u></u>		9/23/2023	\$20.00
	•		,				
B-2023-265	Building Permit cription: Replace (124 BRINDLE CT	In Progress			9/26/2023	\$89.50
Des	cription: Replace	ods i difface					
<u>Z-2023-128</u>	Zoning Permit	2620 Skippack Pike	In Progress		1.422	9/25/2023	\$28.00
Des	cription: Add 213	square feet to front walk and insta	ali 220 square fee	t of pavers in rear yard. Tota	ai 433 square feet.		
B-2023-266	Puilding Dormit	2202 SYCAMORE CIR	In Duaguage			9/27/2023	\$89.50
		existing above ground oil tank.	In Progress			9/2//2023	\$09.50
Des	cription: Replace	existing above ground on tank.					

09/01/2023 to 09/30/2023

Total: 40



ID#	Туре	Location	ISTATUS	N/A	N/A	Issue Date	Cost
B-2023-267	Building Permit	1161 N TROOPER RD	In Progress			9/27/2023	\$202.50

6

Description: Remodel Basement

Total \$30,511.46

CKS ENGINEERS Ref: #7200

<u>MEMORANDUM</u>

TO: Worcester Township Board of Supervisors

FROM: John W. Evarts, P.E., Township Engineer

DATE: October 9, 2023

SUBJECT: Engineering Report - Project Status

This memorandum will provide an update and status report on the various projects that are ongoing within the Township as of September 6, 2023.

- 1. <u>Turnpike Sound Barriers Grant Project</u>: The pre-construction meeting for the project was held on February 1, 2022. The Notice to Proceed was issued and the project is scheduled for September 2022 completion. All submittals have now been approved and the panels and steel posts are in production. Construction has started. All occasions are installed, and the panel installation is now complete. Final site restoration is underway. Project is now complete. Final Grant submission due June 30, 2023. Documentation was provided to The Commonwealth Financing Authority on July 6, 2023 for reimbursement.
- 2. Valley Green WWTP Filter Project: The contracts for the Tertiary Filter Project have been awarded. The new filter has been ordered and is ready for delivery. We continue with reviewing submittals for the project. Construction on the building and the filter installation is nearing completion. Filter is now in operation and working well. Electrical contractors need to complete work. Electrical panel has been received and work is anticipated to be completed in September. Final inspection complete and contractor has a small punch list to complete.
- 3. <u>Evansburg Park Trail</u>: The revised trail location has been approved. CKS has completed the additional field survey work due to the changes. We are proceeding with the plan preparation, and we are coordinating this project with the Township, and the Township's traffic engineer. We are working on the trail design and the pedestrian bridge. McMahon will design the Kratz Road Crossing. We are coordinating the final trail location within the park. Coordination with PennDOT and Evansburg Park on the road crossing. Meeting with MCCD held on June 12, 2023. Trial design continues along with coordination with outside agencies and Township Traffic engineer.
- 4. <u>Classroom in the Park:</u> We are working with Township Staff on selecting a building for this project and as well as the site-plan for the project. We are evaluating a second building option for this project. This project is on hold.
- Storage Building at Compost Facility: Bids will be opened on April 5, 2023 for a storage building at the Compost Facility at Nice Park. We will review and provide a recommendation to the Township. Contract is awarded. Township has prepared

CKS ENGINEERS

October 9, 2023 Ref: # 7200 Page 2

site. Notice to Proceed has been issued. Contractor to deliver building materials to the site in the near future. Public works to observe construction of the building. CKS Engineers has reviewed and approved the shop drawings. Work on the building is scheduled to begin shortly.

- 6. <u>Weber Road Culvert Replacement</u>: This contract has been awarded, and we are reviewing project submittals. Coordination with PECO and Contractor on going. Culvert was delivered in the second week of July and is currently being stored by Contractor/Manufacturer.
- 7. <u>2023 Roadway Improvement Project</u>: Bids opened on April 26, 2023. The board of Supervisors Awarded contract on May 17, 2023. The award included the base bid and Alternate/Add-On No. 1 for a total award amount of \$880,983.10. Pre-construction meeting held on June 26, 2023. Work began on August 14 and will continue through the next few weeks.

8. Miscellaneous Items

- a. CKS Engineers assisted the Township on numerous zoning and land development related issues as requested during the month.
- b. CKS Engineers performed various site inspections in conjunction with finalizing Use & Occupancy Permits during the month.
- c. CKS Engineers reviewed numerous grading permit applications and storm-water applications for the Township during the month.
- d. CKS Engineers continued to provide inspection services in conjunction with all ongoing land development and subdivision projects throughout the Township. This also included verifying completion of items and preparation of escrow releases for these projects, as requested.
- e. CKS Engineers continues to assist in work required in conjunction with the review and approval of subdivisions and land developments and Conditional Use applications submitted to the Township. These currently include the Palmer Tract, Huginar property (under construction), the Dubner property, Zacharczuk property (aka Bell Flower, under construction) and North Grange LLC, (Waiver of Land Development). There is also a project in the sketch plan phase for the property at 1570 Whitehall Road. A minor subdivision plan (Kerper Property) has also been reviewed and has been approved.

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

October 9, 2023 Ref: # 7200 Page 3

Respectfully submitted, CKS ENGINEERS Township Engineers

John W. Evarts, P.E.

JWE/paf

cc: Sean Halbom, Township Manager

Amanda Lafty, Assistant Township Manager

File

Ref: #7200

MEMORANDUM

TO:

Sean Halbom, Township Manager

FROM:

John W. Evarts, P.E., Township Engineer

DATE:

October 9, 2023

SUBJECT:

Public Works Project - Status Report

This memorandum will provide an update and status report on the public works projects currently underway in the Township.

1. Turnpike Sound Barriers (No Change)

- a. Contract Awarded: January 19, 2022
- b. Notice to Proceed: February 1, 2022
- c. Contract Completion Date: September 30, 2022
- d. Submittals have been received by CKS for review. Panel and steel post submittals are approved. Materials are in production.
- e. Mobilization has started, and drilling will begin the week of October 3, 2022.
- f. Panel installation is complete. Final site restoration is underway.
- g. Project is Complete. Final Grant submission due June 30, 2023.
- h. Documentation was provided to The Commonwealth Financing Authority on July 6, 2023 for reimbursement.

2. Valley Green WWTP Filter Project

- a. CKS has completed design of project for bidding of new building and site work.
- b. Electrical design is being finalized.
- c. Contract documents will be finalized upon completed of Electrical Design.
- d. Received equipment quote from Dutchland and are evaluating project costs.
- e. Blower noise abatement will be part of project.
- f. DEP Part 2 Construction Permit Application has been submitted to PADEP.
- g. Equipment has been ordered with Dutchland.
- h. Contracts for site work will be bid on May 9, 2022 with bid opening on June 8, 2022. Anticipate award at June BOS meeting.
- i. Contracts have been awarded and submittals are being received.
- j. Pre-construction meeting has been held.
- k. Construction is now underway. The building is now complete and modifications to the plant are underway.
- I. New filter is now operational and performing well.
- m. Waiting on the electrical contractor to complete work. Electrical panel has been delivered and installed.
- n. A final inspection was performed, and a Punch List was provided to the contractor.

CKS ENGINEERS

October 9,2023 Ref: # 7200 Page 2

3. Classroom in the Park Project (No Change)

- a. Working with Township on evaluating building options. Received additional quotes for review.
- b. Preliminary site plan for project is complete.
- c. Once the building is selected, design plans for site work and utilities will be completed. If pole barn building is selected, building fit-out contracts will also be required. (Similar to Public Works Building)
- d. Project is on hold.

4. Evansburg Trail Project (No Change)

- a. Final route of trail has now been established. Most surveying and field work is complete.
- b. Project will require crossing Kratz Road, which is a State Road.
- c. Project will involve crossing creek with pedestrian bridge. Need wetlands study and bridge design.
- d. Project design is underway with base plan preparation.
- e. McMahon has designed the Kratz Road crossing for the Township.
- f. Coordinating with Park to finalize trail location.
- g. Pre-Application meeting held the MCCD on June 12.
- h. Continue trail design and coordination with outside agencies.

5. Weber Road Culvert Replacement (No Change)

- a. Preliminary design complete.
- b. Application for DEP Permit is being prepared.
- c. Detour plan is being prepared for PennDOT approval.
- d. Waiting for DEP permit.
- e. Project has been awarded.
- f. Project submittal reviews underway.
- g. Anticipated culver delivery is the second week of July.
- h. Coordination between PECO and contractor is currently being worked out to perform the work.

6. Nike Park Storage Building

- a. Storage building for compost site is out for bid.
- b. Bids will be opened on April 5, 2023.
- c. Contract is awarded. Township has prepared site for building.
- d. CKS Engineers approved shop drawings.
- e. Work is scheduled to begin shortly.

7. Valley Green WWTP Re-Rating (No Change)

- a. CKS has completed an evaluation of the potential to re-rate the treatment plant for additional capacity.
- b. We are waiting for feedback from PADEP on preliminary treatment criteria.
- c. This will require a revision to the Township's Act 537 Sewage Facilities Plan, and then an application to DEP to re-rate the WWTP capacity.
- d. Project is temporarily on hold.

October 9,2023 Ref: # 7200 Page 3

8. 2023 Road Program

- a. CKS assisted the Township with preparation of Contract Documents for project. We have received the bidding information from the Township and have prepared the bidding documents.
- b. Bids received for Road Project and township has awarded bids.
- c. The Township will oversee this project.
- d. A pre-construction meeting was held on June 26, 2023.
- e. Work began on August 14, 2023 and will continue through the next few weeks.

9. Terra Landscaping – North Grange LLC – Waiver of Land Development (No Change)

- a. Plans submitted for waiver of Land Development.
- b. CKS issued a review for the August 16 Board of Supervisors meeting.
- c. Plan has been granted a Waiver of Land Development.

JWE/paf

cc: Amanda Lafty, Assistant Township Manager File

Public Works Department Report

September 2023

1) Road Maintenance

- A. Cleared inlets and drains throughout the Township
- B. Filled potholes throughout the Township
- C. Reestablishing edge of roadway swales
- D. Pruning vegetation to increase visibility of roadway signage and intersections
- E. Third round of ROW mowing underway
- F. Weber Road Culvert project delayed due to PECO gas relocation issue
- G. 2023 Road Program Paving completed, only a few punch list items remain
- H. Grange Avenue drainage project completed
- I. Heebner guiderail project completed
- J. #4 stone placed along railing roadway edges

2) Storm Maintenance

A. No storm events in the month of September

3) Parks

- A. Twice weekly cleaning of restrooms, emptying trash receptacles, and stocking dog bags
- B. Weekly mowing of all Township properties
- C. Repairing washouts and general trail maintenance
- D. Removal of dead trees on Township properties/parks
- E. Infield maintenance

4) Vehicle Maintenance

- A. Performed weekly maintenance of all Township vehicles
- B. 64-39 Inspection
- C. 64-25 Electrical repair and oil leak
- D. 64-50 Hydraulic leak
- E. 64-67 Delivery taken

5) Miscellaneous

- A. Setting up and cleaning of Community Hall for rentals and Township events
- B. Nike Compost facility open to residents twice weekly
- C. Public Works training Defensive Driver Training for Trucks

Worcester Volunteer Fire Department

Worcester, PA

This report was generated on 10/2/2023 8:06:16 PM



Incidents by Shift for Date Range

Start Date: 09/01/2023 | End Date: 09/30/2023



SHIFT	# INCIDENTS
Fire	34
Fire Police	1
Officers Investigation	2

TOTAL: 37

Fire Call Avg. Attendance: 17.8

FP Call Avg. Attendance: 3

Drill Avg. Attendance: 40

Daytime Calls Twp Employees

Assisted On: 12

Call Man Hours: 340

Drill Man Hours: 423:30

Total Time on Scenes: 19:29:20

Events: 9



Page # 1 of 1

Worcester Volunteer Fire Department

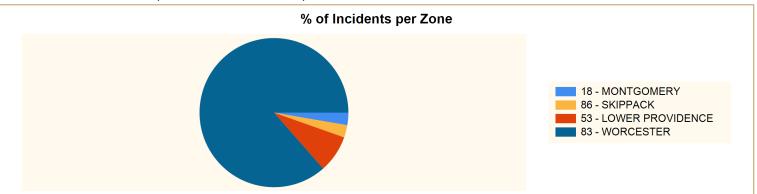
Worcester, PA

This report was generated on 10/2/2023 8:42:11 PM



Count of Incidents by Incident Type per Zone

Incident Status: Reviewed | Start Date: 09/01/2023 | End Date: 09/30/2023



INCIDENT TYPE	# INCIDENTS	% of TOTAL
18 - MONTGOMERY		
571 - Cover assignment, standby, moveup	1	2.70%
Zone: 18 - MONTGOMERY Total Incident:	1	2.70%
53 - LOWER PROVIDENCE		
651 - Smoke scare, odor of smoke	1	2.70%
745 - Alarm system activation, no fire - unintentional	2	5.41%
Zone: 53 - LOWER PROVIDENCE Total Incident:	3	8.11%
83 - WORCESTER		
111 - Building fire	1	2.70%
116 - Fuel burner/boiler malfunction, fire confined	1	2.70%
311 - Medical assist, assist EMS crew	3	8.11%
322 - Motor vehicle accident with injuries	3	8.11%
350 - Extrication, rescue, other	1	2.70%
351 - Extrication of victim(s) from building/structure	1	2.70%
440 - Electrical wiring/equipment problem, other	1	2.70%
445 - Arcing, shorted electrical equipment	3	8.11%
460 - Accident, potential accident, other	1	2.70%
531 - Smoke or odor removal	1	2.70%
550 - Public service assistance, other	1	2.70%
551 - Assist police or other governmental agency	1	2.70%
631 - Authorized controlled burning	1	2.70%
745 - Alarm system activation, no fire - unintentional	12	32.43%
746 - Carbon monoxide detector activation, no CO	1	2.70%
Zone: 83 - WORCESTER Total Incident:	32	86.49%
86 - SKIPPACK		
111 - Building fire	1	2.70%
Zone: 86 - SKIPPACK Total Incident:	1	2.70%
TOTAL INCIDENTS FOR All ZONES:	37	100%

Report shows count of incidents for Status selected.



Skippack EMS September 2023 calls Worcester Township

Calls dispatched	47
Transported	25
Refusals	3
No services *	0
Fire	0
Covered by other squads	13
A off status 13	
A and/or Main on other calls 3	
Main covered 1	
Lift assist	4
Recalls	2 ¹

^{*} includes: accidental/false alarm for medical alert alarm, no patient found, deceased, or police matters

¹Covering 308B & 322

PENNSYLVANIA STATE CAD Call Print Synopsis

Number of Records

which_cad='P' and occ_date between '09/01/2023' and '09/30/2023' and municipality='46226' and final_case_type<>'TS' and jurisdiction='PA'

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
07:59:29		DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1139881	CLOS
08:11:13	1140043	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	SKIPPACK PIKE / SHUTT MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1140043	CLOS
08:21:34	1140217	IDENTITY THEFT	IDENTITY THEFT	1800 HAWKS NEST DR WORCESTER TWP (MONTGOMERY)	Yes	2023-1140217	GENE OFFE
14:53:15	1144114	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	SKIPPACK PIKE / SHUTT MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1144114	CLOS
14:57:09	1144150	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	256 I476 N WORCESTER TWP (MONTGOMERY)	Yes	2023-1144150	CLOS
16:25:49	1145237	REQUEST ASSIST - LOCAL PD GO	REQUEST ASSIST - LOCAL PD GO	15 DOGWOOD KNLS WORCESTER TWP (MONTGOMERY)	Yes	2023-1145237	GENE OFFE
16:58:19	1145563	ALARM - BURGLAR	ALARM FALSE FAULT CC	1900 HOLLOW RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1145563	CLOS
17:01:54	1145641	PATROL CHECK CC	PATROL CHECK CC	N WALES RD / SKIPPACK PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1145641	CLOS
20:45:59	1147656			1600 POTSHOP RD [WORCESTER STABLES WORCESTER TWP (MONTGOMERY)	Yes	2023-1147656	CLOS
01:02:12	1149037	DISTURBANCE/NOISE COMPLAINT	DISTURBANCE/NOISE COMPLAINT GO	N WHITEHALL RD / WINDSTORM WAY WORCESTER TWP (MONTGOMERY)	Yes	2023-1149037	GENE OFFE
10:03:51	1151076	GO INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	270 I476 S WORCESTER TWP (MONTGOMERY)	Yes	2023-1151076	CLOS
12:47:09	1152497	TRAFFIC VIOLATION/ERRATIC DRIVER CC	PATROL CHECK CC	S VALLEY FORGE RD / MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1152497	CLOS
13:45:11	1152992	WELFARE CHECK GO	WELFARE CHECK GO	108 CLYDESDALE CIR WORCESTER TWP	Yes	2023-1152992	GENE OFFE
23:49:21	1157240	ALARM - BURGLAR	ALARM FALSE FAULT CC	(MONTGOMERY) 3047 PAWLINGS FORD RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1157240	CLOS

at Sep 30 2023

PENNSYLVANIA STATE CAD Call Print Synopsis

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
11:12:14	1159915	MISSING PERSON	REFER TO OTHER AGENCY - PD	1200 N GRANGE AVE WORCESTER TWP (MONTGOMERY)	Yes	2023-1159915	REFE
12:47:55	1160647	MVC - REPORTABLE, NO	R MVC - REPORTABLE, NO INJURIES	W GERMANTOWN PIKE / N TROOPER RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1160647	TRAC REPC
21:24:58	1164462	PATROL CHECK	PATROL CHECK	W TOWNSHIP LINE RD / BRINDLE CT WORCESTER TWP (MONTGOMERY)	Yes	2023-1164462	CLOS
09:43:45	1166964	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X	1003 ANVIL DR WORCESTER TWP (MONTGOMERY)	Yes	2023-1166964	CANO
13:07:01	1168753	REQUEST ASSIST - OTHER AGENCY GO	PATROL CHECK CC	2222 S VALLEY FORGE RD [MERRY MEADE WORCESTER TWP (MONTGOMERY)	Yes	2023-1168753	CLOS
13:26:14	1168943	MISSING PERSON	MISSING PERSON	1716 VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1168943	GENE OFFE
13:11:11	1174990	THEFT	IDENTITY THEFT	1051 QUARRY HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1174990	GENE OFFE
15:51:15	1175607	MOTOR CARRIER SAFETY CC	MOTOR CARRIER SAFETY CC	S BROAD ST / SCHULTZ RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1175607	TRAF
19:45:58	1176479	DISABLED MOTORIST CC	DISABLED MOTORIST	1415 VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1176479	CLOS
09:11:21	1178219	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE	3012 W GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1178219	TRAC REPC
12:47:51	1179132	SEE OFFICER GO	SEE OFFICER GO	2949 W GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1179132	GENE OFFE
15:59:21	1179864	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC	BUSTARD RD / SADDLE WOOD CT WORCESTER TWP (MONTGOMERY)	Yes	2023-1179864	CLOS
09:07:26	1182575	DISTURBANCE/NOISE COMPLAINT GO	DISTURBANCE/NOISE COMPLAINT GO	1030 WINDY HILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1182575	GENE OFFE
11:42:39	1183183			2900 W GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1183183	TRAC REPC
12:57:33	1183441			SKIPPACK PIKE / N WHITEHALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1183441	CLOS
15:24:28	1184030	SUSPICIOUS PERSON GO	REQUEST ASSIST - OTHER AGENCY GO	2222 S VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1184030	GENE OFFE
16:32:42	1184312	SUSPICIOUS PERSON GO	TRAFFIC VIOLATION - OTHER CC	STEELMAN RD / S VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1184312	CLOS
16:42:26	1184339	MOTOR CARRIER SAFETY CC	MOTOR CARRIER SAFETY CC	259 I476 N WORCESTER TWP (MONTGOMERY)	Yes	2023-1184339	WAR (TRA
10:02:11	1187096	TRAFFIC VIOLATION/ERRATIC DRIVER CC	TRAFFIC VIOLATION/ERRATIC DRIVER CC	SKIPPACK PIKE / VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1187096	CLOS

at Sep 30 2023

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
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11:20:19	118/3/9	ROAD CC		SKIPPACK PIKE / BUSTARD RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1187379	CLOS
11:25:42	1187402	FIGHT		1001 KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1187402	GENE OFFE
16:39:52	1188677	WELFARE CHECK		2240 BUSTARD RD WORCESTER TWP	Yes	2023-1188677	GENE
16:44:51	1188703		POLICE INFORMATION	(MONTGOMERY) 1005 KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1188703	OFFE CLOS
19:58:26	1189471	ALARM - BURGLAR		1111 KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1189471	CLOS
00:03:14	1190104	DOMESTIC - INACTIVE		1905 MAPLE CIR WORCESTER TWP	Yes	2023-1190104	GENE OFFE
10:13:34	1191359	MVC - INJURIES	REFER TO OTHER	(MONTGOMERY) W GERMANTOWN PIKE / N TROOPER RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1191359	REFE
16:57:28	1192608	MVC - NON-REPORTABLE	REFER TO OTHER	MORRIS RD / TRUMBAUER RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1192608	REFE
19:32:11	1193128	POLICE INFORMATION CC	POLICE INFORMATION	2033 CEDARS HILL RD [BARLEY LN] WORCESTER TWP (MONTGOMERY)	Yes	2023-1193128	CLOS
18:37:44	1196535	MVC - NON-REPORTABLE		SKIPPACK PIKE / VALLEY FORGE RD WORCESTER	Yes	2023-1196535	TRAC REPC
20:45:18	1196858		POLICE INFORMATION	TWP (MONTGOMERY) MORRIS RD / BETHEL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1196858	CLOS
10:19:07	1198999	DISABLED MOTORIST CC		WENTZ CHURCH RD / MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1198999	CLOS
10:34:35	1199066			KRIEBEL MILL RD / GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1199066	CLOS
11:23:13	1199313	DOMESTIC SECURITY CHECK - SCHOOL CC		SKIPPACK PIKE / SHUTT MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1199313	CLOS
14:37:13	1200112	MVC - NON-REPORTABLE		W GERMANTOWN PIKE / VALLEY FORGE RD	Yes	2023-1200112	TRAC
09:37:51	1203433	ALARM - BURGLAR		WORCESTER TWP (MONTGOMERY) 2028 HOLLIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1203433	REPC CANC
11:26:49	1203848		MVC - NON-REPORTABLE	VALLEY FORGE RD / STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1203848	TRAC REPC

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
18:28:03	1205543	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	270 I476 N WORCESTER TWP (MONTGOMERY)	Yes	2023-1205543	CLOS
20:46:51	1205928	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	S VALLEY FORGE RD / EMERGENCY ACCESS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1205928	CLOS
21:10:55	1205983	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	MILL RD / KRIEBEL MILL RD [MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1205983	CLOS
07:56:38	1207098	ALARM - BURGLAR	ALARM FALSE FAULT CC	2202 BUSTARD RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1207098	CLOS
08:48:39	1207394	MVC - SCHOOL BUS, NO	MVC - NON-REPORTABLE	VALLEY FORGE RD / GRIFFITH RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1207394	TRAC REPC
10:10:06	1207668	DISABLED MOTORIST ON ROAD CC	DISABLED MOTORIST CC	N TROOPER RD / W GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1207668	CLOS
12:32:42	1208091	MOTOR CARRIER SAFETY CC	MOTOR CARRIER SAFETY CC	SKIPPACK PIKE / MEADOWOOD WORCESTER TWP (MONTGOMERY)	Yes	2023-1208091	TRAF
13:07:30	1208226			SKIPPACK PIKE / CASSEL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1208226	WAR (TRA
16:43:17	1209115	MVC - PRIVATE PROPERTY GO	REQUEST ASSIST - OTHER AGENCY GO	3310 WATER STREET RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1209115	GENE OFFE
17:23:30	1209278			1810 BERKS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1209278	CLOS
18:01:15	1209423	SEE OFFICER GO	TRESPASSING	2718 MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1209423	GENE Offe
18:06:48	1209443	MVC - PRIVATE PROPERTY GO	MVC - NON-REPORTABLE	VALLEY FORGE RD / ARTMAR RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1209443	TRAC REPC
20:10:37	1209870		MOTOR CARRIER SAFETY CC	253 I476 S WORCESTER TWP (MONTGOMERY)	Yes	2023-1209870	TRAF
23:42:15	1210306	ALARM - BURGLAR	ALARM FALSE FAULT CC	2202 BUSTARD RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1210306	CLOS
08:03:33	1211329	MVC - HIT AND RUN, NO	MVC - HIT AND RUN, NO	270 I476 S WORCESTER TWP (MONTGOMERY)	Yes	2023-1211329	TRAC REPC
10:40:55	1212057	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1212057	CLOS
15:53:08	1213285	SUSPICIOUS VEHICLE GO	CANCELLED BY COMPLAINANT X	BROADVIEW LN / POTSHOP RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1213285	CANO

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
19:34:21	1214156	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	261 I476 N WORCESTER TWP (MONTGOMERY)	Yes	2023-1214156	CLOS
19:39:04	1214175		MVC - REPORTABLE, NO INJURIES	HOLLOW RD / STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1214175	TRAC REPC
22:26:39	1214635	TRAFFIC VIOLATION/ERRATIC	CANCELLED BY COMPLAINANT X	S VALLEY FORGE RD / MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1214635	CANC
06:42:20	1215313	ALARM - BURGLAR	ALARM FALSE FAULT CC	2764 MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1215313	CLOS
07:45:03	1215715	HARASSMENT - COMM - STALK - OTHER	SEE OFFICER GO	1001 KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1215715	GENE OFFE
15:40:08	1217704	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE	SKIPPACK PIKE / N WHITEHALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1217704	TRAC REPC
18:46:15	1218432	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / MILL RD [METHACTON HIGH SCHOOL KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1218432	CLOS
20:21:13	1218777	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / MILL RD [KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1218777	CLOS
20:37:41	1218834		ANIMAL LOST - FOUND CC	1650 SHEFLEY LN WORCESTER TWP (MONTGOMERY)	Yes	2023-1218834	CLOS
10:37:23	1220877	ALARM - BURGLAR	ALARM FALSE FAULT CC	802 CHERRY CIR WORCESTER TWP (MONTGOMERY)	Yes	2023-1220877	CLOS
11:05:39	1220979	LOST ITEM - NCIC	SEE OFFICER GO	TOWNSHIP LINE RD / VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1220979	GENE OFFE
17:08:09	1222146	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	263 1476 N WORCESTER TWP (MONTGOMERY)	Yes	2023-1222146	CLOS
18:14:05	1222361	LOST ITEM - NON NCIC	SEE OFFICER GO	711 RADCLIFF CT WORCESTER TWP (MONTGOMERY)	Yes	2023-1222361	GENE OFFE
01:36:16	1223703	ALARM - BURGLAR	ALARM FALSE FAULT CC	1364 SPRING HILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1223703	CLOS
02:06:28	1223778	TRAFFIC STOP CC	TRAF VIOL-DUI ALCOHOL & DRUG	SKIPPACK PIKE / S VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1223778	GENE OFFE
13:30:27	1225242	PATROL CHECK CC	PATROL CHECK	GREEN HILL RD / STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1225242	CLOS
14:40:06	1225427		PATROL CHECK CC	2160 WEBER RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1225427	CLOS

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
01:12:34	1226817	PERSON - VEHICLE	CANCELLED BY COMPLAINANT X	177 ORCHARD CIR WORCESTER TWP (MONTGOMERY)	Yes	2023-1226817	CANO
10:39:38	1228509	DOMESTIC - INACTIVE	DISTURBANCE/NOISE COMPLAINT GO	3407 MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1228509	GENE OFFE
12:37:18	1228977	MOTOR CARRIER SAFETY		274 I476 N WORCESTER TWP (MONTGOMERY)	Yes	2023-1228977	WAR (TRA
22:41:03	1231198	REFER TO OTHER AGENCY - PD R	REFER TO OTHER AGENCY - PD R	1253 N GRANGE AVE WORCESTER TWP (MONTGOMERY)	Yes	2023-1231198	REFE
00:55:36	1231362	DOMESTIC SECURITY CHECK - SCHOOL	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / GERMANTOWN PIKE [METHACTON WORCESTER TWP (MONTGOMERY)	Yes	2023-1231362	CLOS
09:23:32	1232825		ROAD HAZARD - ANIMAL - DEBRIS CC	1122 HOLLOW RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1232825	CLOS
12:20:27	1233702		DOMESTIC SECURITY CHECK - SCHOOL CC	3017 SKIPPACK PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1233702	CLOS
12:28:55	1233756		DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP CC	3246 SKIPPACK PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1233756	CLOS
15:50:40	1234630	CLEAR LINE ZONE	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	270 I476 S WORCESTER TWP (MONTGOMERY)	Yes	2023-1234630	CLOS
18:21:38	1235247	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE	W GERMANTOWN PIKE / VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1235247	TRAC REPC
21:30:23	1235811	DISABLED MOTORIST ON ROAD CC	DISABLED MOTORIST CC	N WALES RD / OLD MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1235811	CLOS
21:46:01	1235839	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC	MORRIS RD / BETHEL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1235839	CLOS
04:00:48	1236265		ALARM FALSE FAULT CC	3218 STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1236265	CLOS
08:19:18	1237252	MISSING PERSON	WELFARE CHECK GO	31 HAMPTON CT WORCESTER TWP (MONTGOMERY)	Yes	2023-1237252	GENE OFFE
09:21:41	1237537	DISABLED MOTORIST ON ROAD CC		N TROOPER RD / W GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1237537	CLOS
18:14:11	1240183		DOMESTIC SECURITY CHECK - HOUSE OF WORSHIP CC	SKIPPACK PIKE / WENTZ CHURCH RD [WENTZ CHURCH WORCESTER TWP (MONTGOMERY)	Yes	2023-1240183	CLOS

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
06:59:44	1241584	ALARM - BURGLAR	ALARM FALSE NO FAULT	100 - 2750 MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1241584	CLOS
07:05:20	1241775	PATROL CHECK CC	PATROL CHECK	N WALES RD / MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1241775	CLOS
09:59:42	1242675	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	SKIPPACK PIKE / SHUTT MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1242675	CLOS
10:34:13	1242837	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1242837	CLOS
10:59:20	1242963	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	259 1476 S WORCESTER TWP (MONTGOMERY)	Yes	2023-1242963	CLOS
13:11:10	1243595	ALARM - BURGLAR	ALARM FALSE FAULT CC	2714 APPLEWOOD DR WORCESTER TWP (MONTGOMERY)	Yes	2023-1243595	CLOS
00:58:59	1245839	ALARM - BURGLAR	ALARM FALSE FAULT CC	3218 STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1245839	CLOS
06:29:07	1246247	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE	N WALES RD / HALLMAN DR WORCESTER TWP (MONTGOMERY)	Yes	2023-1246247	TRAC REPC
09:35:31	1247293	DOMESTIC - INACTIVE	DOMESTIC - OTHER GO	2217 BETHEL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1247293	GENE OFFE
10:19:43	1247486	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	3000 BLOCK SKIPPACK PIKE [WORCESTER ELEM WORCESTER TWP (MONTGOMERY)	Yes	2023-1247486	CLOS
11:14:22	1247765	VEHICLE REPOSSESSION CC	VEHICLE REPOSSESSION CC	1005 KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1247765	CLOS
15:25:29	1248895	ABANDONED VEHICLE GO	ABANDONED VEHICLE GO	MORRIS RD / N WALES RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1248895	GENE OFFE
10:17:04	1252263	ROAD HAZARD - ANIMAL - DEBRIS CC	MVC - NON-REPORTABLE	2555 SKIPPACK PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1252263	TRAC REPC
17:15:05	1253519	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC	2501 BEAN RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1253519	CLOS
20:38:28	1254062	SUSPICIOUS PERSON GO	SEE OFFICER GO	3218 STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1254062	GENE OFFE
00:47:30	1254732	TRAFFIC STOP	TRAF VIOL-DUI DRUG	SKIPPACK PIKE / MEADOWOOD WORCESTER TWP (MONTGOMERY)	Yes	2023-1254732	GENE OFFE
07:39:59	1255505		INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	256 1476 S WORCESTER TWP (MONTGOMERY)	Yes	2023-1255505	CLOS

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
08:03:17	1255611	ALARM - BURGLAR	CANCELLED BY COMPLAINANT X	1585 BROADVIEW LN WORCESTER TWP (MONTGOMERY)	Yes	2023-1255611	CANO
12:28:15	1256189			SKIPPACK PIKE / S VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1256189	TRAC REPC
15:21:11	1256691	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC	BEAN RD / N WHITEHALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1256691	CLOS
07:03:04	1258661	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC	BERKS RD / POTSHOP RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1258661	CLOS
07:45:00	1258863	DISABLED MOTORIST ON ROAD CC	DISABLED MOTORIST CC	STUMP HALL RD / KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1258863	CLOS
08:04:22	1259026	REFER TO OTHER AGENCY - PD	REFER TO OTHER AGENCY - PD	SKIPPACK PIKE / N WHITEHALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1259026	REFE
09:01:36	1259302	R DOMESTIC SECURITY CHECK - SCHOOL CC	R DOMESTIC SECURITY CHECK - SCHOOL CC	SKIPPACK PIKE / SHUTT MILL RD [WORCESTER ELEMENTARY WORCESTER TWP (MONTGOMERY)	Yes	2023-1259302	CLOS
12:58:09	1260491	REFER TO OTHER AGENCY - PD R	REFER TO OTHER AGENCY - PD R	2222 S VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1260491	REFE
19:15:36	1262068	SEE OFFICER GO	TRAFFIC VIOLATION - OTHER CC	1090 KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1262068	CLOS
08:23:29	1263880	SEE OFFICER GO	SEE OFFICER GO	1005 KRIEBEL MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1263880	GENE Offe
08:46:07	1264003	ALARM - BURGLAR	ALARM FALSE FAULT CC	2594 HAWTHORN DR WORCESTER TWP (MONTGOMERY)	Yes	2023-1264003	CLOS
09:36:44	1264272	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	3000 BLOCK SKIPPACK PIKE [WORCESTER ELEMENTARY WORCESTER TWP (MONTGOMERY)	Yes	2023-1264272	CLOS
16:59:00	1266497	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE	SKIPPACK PIKE / BUSTARD RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1266497	TRAC REPC
00:24:42	1267743	ALARM - BURGLAR	ALARM FALSE NO FAULT CC	3218 STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1267743	CLOS
09:24:37	1269248	MOTOR CARRIER SAFETY CC	MOTOR CARRIER SAFETY CC	273 I476 N WORCESTER TWP (MONTGOMERY)	Yes	2023-1269248	CLOS
19:09:23	1272360		INTERSTATE HIGHWAY - CLEAR LINE ZONE CC	255 1476 N [22 WORCESTER TWP (MONTGOMERY)	Yes	2023-1272360	CLOS
06:56:01	1273801	PATROL CHECK CC	PATROL CHECK CC	QUARRY HALL RD / WATER STREET RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1273801	CLOS

Time	Call Number	Original Call Type	Final Call Type	Location	Founded	Report #	Clear
10:44:21	1274996	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1274996	CLOS
13:46:19	1275821	SUSPICIOUS PERSON GO	SUSPICIOUS PERSON GO	3017 SKIPPACK PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1275821	GENE OFFE
14:06:51	1275926	THEFT	THEFT	2750 MORRIS RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1275926	GENE OFFE
19:08:30	1277405	TRAFFIC VIOLATION - OTHER CC	TRAFFIC VIOLATION - OTHER CC	2645 SHADY LN WORCESTER TWP (MONTGOMERY)	Yes	2023-1277405	CLOS
21:06:38	1277839	ALARM - BURGLAR	ALARM FALSE NO FAULT CC	3047 PAWLINGS FORD RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1277839	CLOS
22:02:32	1277990	DOMESTIC - INACTIVE	DOMESTIC - OTHER GO	1453 N TROOPER RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1277990	GENE OFFE
08:00:47	1279268	MVC - NON-REPORTABLE	MVC - NON-REPORTABLE	SKIPPACK PIKE / WENTZ CHURCH RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1279268	TRAC REPC
09:28:30	1279611	SEE OFFICER GO	ASSAULT - SIMPLE	14 E ADAIR DR WORCESTER TWP (MONTGOMERY)	Yes	2023-1279611	GENE Offe
09:38:31	1279628	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	SKIPPACK PIKE / SHUTT MILL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1279628	CLOS
10:21:51	1279828	DOMESTIC SECURITY CHECK - SCHOOL CC	DOMESTIC SECURITY CHECK - SCHOOL CC	KRIEBEL MILL RD / GERMANTOWN PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1279828	CLOS
10:47:31	1279931	SEE OFFICER GO	ROAD HAZARD - ANIMAL - DEBRIS CC	3216 SKIPPACK PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1279931	CLOS
15:05:26	1281027	VEHICLE REPOSSESSION CC	VEHICLE REPOSSESSION CC	3030 STUMP HALL RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1281027	CLOS
18:17:26	1281941	ROAD HAZARD - ANIMAL - DEBRIS CC	ROAD HAZARD - ANIMAL - DEBRIS CC	TOWNSHIP LINE RD / VALLEY FORGE RD WORCESTER TWP (MONTGOMERY)	Yes	2023-1281941	CLOS
18:34:06	1282001	PATROL CHECK CC	PATROL CHECK CC	3000 BLOCK SKIPPACK PIKE WORCESTER TWP (MONTGOMERY)	Yes	2023-1282001	CLOS
20:08:21	1282397	WELFARE CHECK GO	CANCELLED BY COMPLAINANT X	3122 METHACTON AVE WORCESTER TWP (MONTGOMERY)	Yes	2023-1282397	CANO

TOWNSHIP OF WORCESTER MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE 296

AN ORDINANCE ESTABLISHING SPEED LIMITS ON CERTAIN TOWNSHIP ROADS

WHEREAS, from time to time, corrections and other revisions are required to be made to Township Code of Worcester Township; and

WHEREAS, the Board of Supervisors of Worcester Township has undertaken an engineering and traffic investigation in accordance with the Pennsylvania Vehicle Code;

WHEREAS, the Board of Supervisors of Worcester Township deem it necessary to establish maximum lawful speeds for vehicles traveling on Landis Road, Kriebel Mill Road, and Hollow Road pursuant to the Pennsylvania Motor Vehicle Code; and

NOW, THEREFORE, the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania hereby ordains and enacts as follows:

SECTION I

1. Chapter 145, Vehicles and Traffic, Article I, Speed Limits, Section §145-1, Speed Limits Established, shall be amended to add the following:

Name of Street: Kriebel Mill Road

Speed Limit (mph) 25

Location: Between Mill Road and Water Street Road

2. Chapter 145, Vehicles and Traffic, Article I, Speed Limits, Section §145-1, Speed Limits Established, shall be amended to repeal and replace the applicable speed limits with the following:

Name of Street: Landis Road

Speed Limit (mph) 25 Location: entirety

Name of Street: Hollow Road

Speed Limit (mph) 35, 25

Location: 35 mph from Mill Road to Heebner Road, 25 mph from

Heebner Road to Skippack Pike (SR 73)

SECTION II

In the event that any section, subsection or portion of this Ordinance shall be declared by any
competent court to be invalid for any reason, such decision shall not be deemed to affect the
validity of any other section, subsection or portion of this Ordinance. The invalidity of section,
clause, sentence, or provision of this Ordinance shall not affect the validity of any other part

of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.

- 2. To the extent this Ordinance is inconsistent with the Code of Worcester Township, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
- 3. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.
- 4. This Ordinance shall become effective immediately upon enactment.

ENACTED AND ORDAINED by the Supervisors of the Township of Worcester, Montgomery County, Pennsylvania on this 18th day of October, 2023.

By:

Attest:

Richard DeLello, Chair Board of Supervisors

FOR WORCESTER TOWNSHIP

Sean Halbom, Secretary

TOWNSHIP OF WORCESTER MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2023-19

A RESOLUTION TO SUBMIT A GRANT APPLICATION TO THE COMMONWEALTH FINANCING AUTHORITY, LOCAL SHARE ACCOUNT FOR \$900,000 FOR ENGINEERING DESIGN WORK FOR THE KRIEBEL MILL BRIDGE AND ROADWAY IMPROVEMENT PROJECT.

WHEREAS, the Board of Supervisors of Worcester Township is responsible under the Pennsylvania Second Class Township Code for Road and Bridge Maintenance, Repair, and Construction:

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby requests a Statewide Local Share Account grant of \$900,000 from the Commonwealth Financing Authority to be used for the engineering design of the Kriebel Mill Road Bridge and Roadway Improvement Project.

FURTHER, BE IT RESOLVED THAT the Worcester Township does hereby designate Sean Halbom, Township Manager, and Richard DeLello, Chair of The Board of Supervisors, as the officials to execute all documents and agreements between Worcester Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

BE IT RESOLVED THIS 18TH DAY OF OCTOBER, 2023.

	FOR WORCESTER TOWNSHIP
Ву:	Richard F. DeLello, Chair Board of Supervisors
Attest:	Sean Halbom, Secretary
I, Sean Halbom, duly qualified Secretary of Worcester T that the forgoing is a true and correct copy of a Resolution of Supervisors at a regular meeting held October 18, 202 Minutes of Worcester and remains in effect as of this data	on duly adopted by a majority vote of the Board 3 and said Resolution has been recorded in the
Sean Halbom, Secretary	

Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant & Associates, LLC
572 W. Main Street
P.O. Box 26865
Trappe, PA 19426
Phone: 610-489-9199

PREMISES:

portion of 3045 Woodlyn Avenue,

Worcester Township,

Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-04207-81-1

STORM WATER MANAGEMENT FACILITIES EASEMENT AGREEMENT

BACKGROUND

A. Grantors are the legal owners of a certain parcel of land located at 3045 Woodlyn Avenue, Worcester, Worcester Township, Montgomery County, Pennsylvania 19490, which parcel is more particularly identified as Montgomery County Tax Parcel Number 67-00-04207-81-1 (the "Grantor Property").

- B. The Grantor Property is depicted on a plan prepared by McMahon Associates, Inc. dated February 24, 2022, a copy of which is attached hereto and identified as Exhibit "A" (the "Plan").
- C. Grantee has requested a 374.65 square foot permanent storm water management facilities easement on, over, under and through the Grantor Property ("Storm Water Management Facilities Easement"). The Storm Water Management Facilities Easement is necessary to enable the Grantee to install, maintain, repair or replace certain storm water management facilities and related improvements (hereinafter collectively referred to as the "Improvements") on the Grantor Property.
- D. The portion of the Grantor Property to be used for the Storm Water Management Facilities Easement (the "Easement Area") is more fully described in the legal description attached hereto as Exhibit "B".
- E. Grantors are willing to grant such easements on, over, under and through the Easement Area on the Grantor Property to Grantee subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. GRANT OF STORM WATER MANAGEMENT FACILITIES

EASEMENT. Grantors, on behalf of themselves and their heirs, personal representatives, successors and assigns, hereby grant to Grantee, its agents, servants, workers. employees, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the full, perpetual, uninterrupted, right, right-of-way, privilege and easement on, over, under, across and through the Easement Area on the Grantor Property, as depicted on the Plan attached hereto as Exhibit "A", and as more particularly described in the legal description attached hereto as Exhibit "B", the purposes of the installation, access, use, maintenance, repair, and replacement of the Improvements located, or to be located, within the Easement Area, and located, or to be located, on adjoining properties in accordance with the Plan. Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Easement Area in order to install, operate, inspect and perform maintenance and repairs to the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties; (b) to replace all or any portion of the Improvements; and (c) to perform excavation, grading or other work necessary in connection with the foregoing. Grantee shall provide the Grantor reasonable notice prior to its exercise of the rights provided in this Storm Water Management Facilities Easement.

2. **WORK WITHIN THE EASEMENT AREA**. All work to be performed on and access to or through the Grantor Property by Grantee

pursuant to this Agreement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.

- any work related to the installation, maintenance, repair or replacement of the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties by Grantee or its employees, agents or contractors, the Grantee shall restore the portions of the Grantor Property affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject however, to the construction and modification of the Improvements as contemplated on the Plan.
- 4. MAINTENANCE OBLIGATION. Grantors, on behalf of themselves and their heirs, personal representatives, successors and assigns, hereby agree that Grantors, at their sole expense, shall be responsible for the maintenance of the surface of the Easement Area. Grantee shall be responsible, at its sole expense, for the maintenance of the Improvements located within the Easement Area.
- 5. **RESERVATIONS TO GRANTORS.** Except to the extent inconsistent with the easements granted to Grantee hereunder, and the other rights and obligations granted herein, Grantors, their heirs, personal representatives, successors and assigns, shall have the right to use and enjoy all areas of the Grantor Property

including the Easement Area.

- 6. **RESTRICTIONS ON GRANTOR'S USE.** Grantors agree for themselves, their contractors, employees and invitees, and their heirs, successors and assigns:
- a. That they will not do or fail to do anything which would unreasonably interfere with Grantee's use of the Easement Area;
- b. That they will not erect any building, barrier, fence or other structure or improvement within the Easement Area;
- c. That they will not plant any new trees or other plant life which could interfere with the Improvements within the Easement Area; and
- d. That they will not modify the grade of all or any portion of the Easement Area.

7. GENERAL PROVISIONS.

this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing

signed by the parties hereto, their heirs, personal representatives, successors or assigns. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

- b. <u>Controlling Law</u>. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- c. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- d. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Grantors and Grantee and their respective heirs, personal representatives, successors and assigns.
- e. <u>Headings</u>. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.
 - f. Recording. This Agreement is intended to

be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, at the sole expense of Grantee.

g. <u>Obligations to Run With the Land</u>. The covenants, restrictions and obligations of this Agreement shall be perpetual, and shall be deemed covenants running with the Grantor Property.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

	GRANTORS:
10-11-23	Treber In 7
Date	Gregory S. Swabowicz
10-11-23	Danielle Surlourcz
Date	Danielle Swabowicz
	GRANTEE:
	WORCESTER TOWNSHIP
	By: // / MM
Date	Richard DeLello, Chairperson
	Board of Supervisors
	Attest:
Date	Sean Hallom, MPA
	Secretary

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF MONTGOMERY

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michell Huddenell

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF MONTGOMERY

On this, the day of coop, 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared DANIELLE SWABOWICZ, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024

Commission number 1297600

)

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the day of Octoo , 2023, before me, the undersigned officer, personally appeared RICHARD DeLELLO, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Exhibit A

PLAN

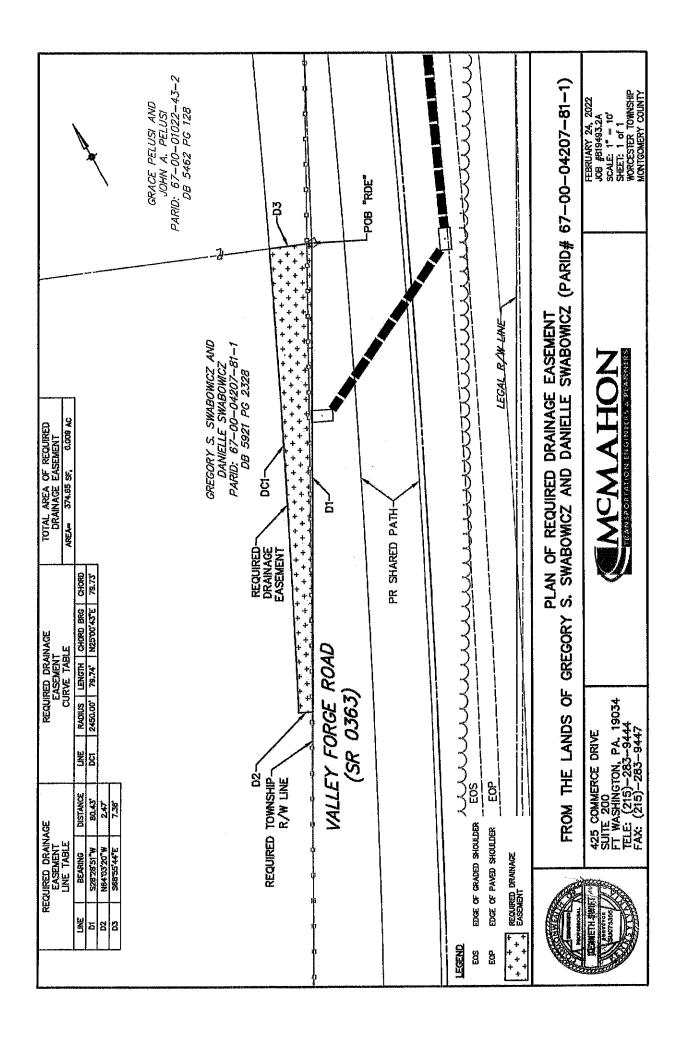


Exhibit B

STORM WATER MANAGEMENT FACILITIES EASEMENT AREA LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283,9444 mcmahonassociates.com

February 24, 2022

DESCRIPTION OF REQUIRED DRAINAGE EASEMENT OVER LANDS OF GREGORY S. SWABOWICZ AND DANIELLE SWABOWICZ (PARID #67-00-04207-81-1)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of July, 2014 in Deed Book 5921 Page 2328 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED DRAINAGE EASEMENT FROM THE LANDS GREGORY S. SWABOWICZ AND DANIELLE SWABOWICZ (67-00-04207-81-1)" dated February 24, 2022, as follows to wit;

Beginning at a point of intersection of the westerly Township Right-of-Way line of Valley Forge Road (SR 0363) with the northerly property line of the lands of Gregory S. Swabowicz and Danielle Swabowicz; extending thence the following courses:

- 1) Along the westerly Township Right-of-way line of Valley Forge Road (SR 0363), South 28 degrees 28 minutes 51 seconds West, a distance of 80.43 feet to a point.
- 2) Thence, through portions of lands of Gregory S. Swabowicz and Danielle Swabowicz, North 64 degrees 03 minutes 20 seconds West, a distance of 2.47 feet to a point.
- 3) Thence, on a curve to the left having a radius of 2450.00 feet, an arc length of 79.74 feet, and being subtended by a chord bearing North 25 degrees 00 minutes 43 seconds East, a chord distance of 79.73 feet to a point.
- 4) Thence along the northerly lines of grantor, South 68 degrees 55 minutes 44 seconds East, a distance of 7.36 feet to the point and place of beginning.

Containing 374.65 square feet, or 0.009 acres.



ERECTED INTO A TOWNSHIP IN 1733

TOWNSHIP OF WORCESTER

AT THE CENTER POINT OF MONTGOMERY COUNTY PENNSYLVANIA

September 14, 2023

Gregory S. and Danielle Swabowicz P.O. Box 57 Worcester, PA 19490

RE: Valley Forge Road Corridor Improvement Project

Dear Greg and Danielle:

Following up to my recent communications with Greg, this shall serve to modify the Township's compensation offer to you as follows:

- SWE 374.65 SF x \$0.81/SF = \$303.47
- Trees 1 tree x \$200.00/tree = \$200.00
- Additional compensation for landscaping = \$3,577.50

Total Compensation \$4,100.00 (rounded)

In addition, this will serve as confirmation that the trees referenced in Mr. Ryan's previous correspondence of July 20, 2022 (copy enclosed) will not be impacted by the project.

Please contact me at your earliest convenience so that we can arrange for execution of the document and prompt processing to you of the compensation payment. Thanks very much for your assistance in this matter.

Sincerely,

Sean Halbom, MPA
Township Manager

Enclosure

cc:

Project File

Wendy Feiss McKenna, Esquire, Township Solicitor

Stephanie Butler, Project Engineer

Prepared by and return to:
Wendy Feiss McKenna, Esquire
Robert L. Brant & Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 1300 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00881-00-6

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS INDENTURE, made this ______ day of _______, 2023, between DAVID W. REEVES, of 1300 Valley Forge Road, Norristown, Pennsylvania, 19403 (hereinafter called the "Grantor"), of the one part;

AND

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Worcester Township, Pennsylvania, 19490 (hereinafter called the "Grantee"), of the other part.

WITNESSETH:

The said Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration unto him well and truly paid by the said Grantee, and intending to be

legally bound, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, conveyed, bargained, sold, released and confirmed, and by these presents does grant, convey, bargain, sell and release and confirm unto the said Grantee, its successors and assigns, a Temporary Construction and Access Easement, as hereinafter defined, extending over that certain strip of land more fully described on a plan prepared by McMahon Associates, Inc., a copy of which is attached hereto as Exhibit "A."

- 1. The affected property is identified as part of Tax Parcel No. 67-00-00881-00-6.
- 2. The legal description of the easement area, as prepared by McMahon Associates, Inc., is attached hereto as Exhibit "B."
- 3. For the purpose of the Indenture, the term "Temporary Construction and Access Easement" shall mean the full, free, unlimited and unrestricted right, liberty, privilege and easement to enter upon and use the land affected by such easement, for the purpose of providing ingress and egress for workmen and vehicular traffic, delivery of construction materials, grading adjustments within the right-of-way, grading adjustments on the land immediately adjacent to the right-of-way, and any other purpose necessary for construction in accordance with Grantee's plans until the Valley Forge Road Corridor Improvements Project is complete, together with the right to do whatever may be required

for the enjoyment of said easement, including the right of ingress and egress to and from, over, under, and through the land affected by such easement for the purposes as hereinbefore set forth, provided, however, that the Grantee of such easement, its successors and assigns, agents, servants, or employees, shall restore the land constituting the easement as reasonably possible to its pre-existing condition.

TO HAVE AND TO HOLD the said rights of easement and hereditaments hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, and the said Grantor, for himself and his successors and assigns, does hereby covenant, promise and agree to and with the Grantee, its successors and assigns, by these presents, that he, the said Grantor, and his successors and assigns, all and singular, the rights, easements and hereditaments hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors and assigns, against him, the said Grantor, and his successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and defend.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed the day and year first above written.

GRANTOR:

David W. Reeves

GRANTEE:

WORCESTER TOWNSHIP

Ву:

Richard DeLello, Chairperson

Board of Supervisors

Attest:

Sean Halbom, MPA

Secretary

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On this, the ______ day of Octo Oct_____, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared DAVID W. REEVES, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County

My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF MONTGOMERY

On the _______ day of October_______, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared RICHARD DeLELLO, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAN

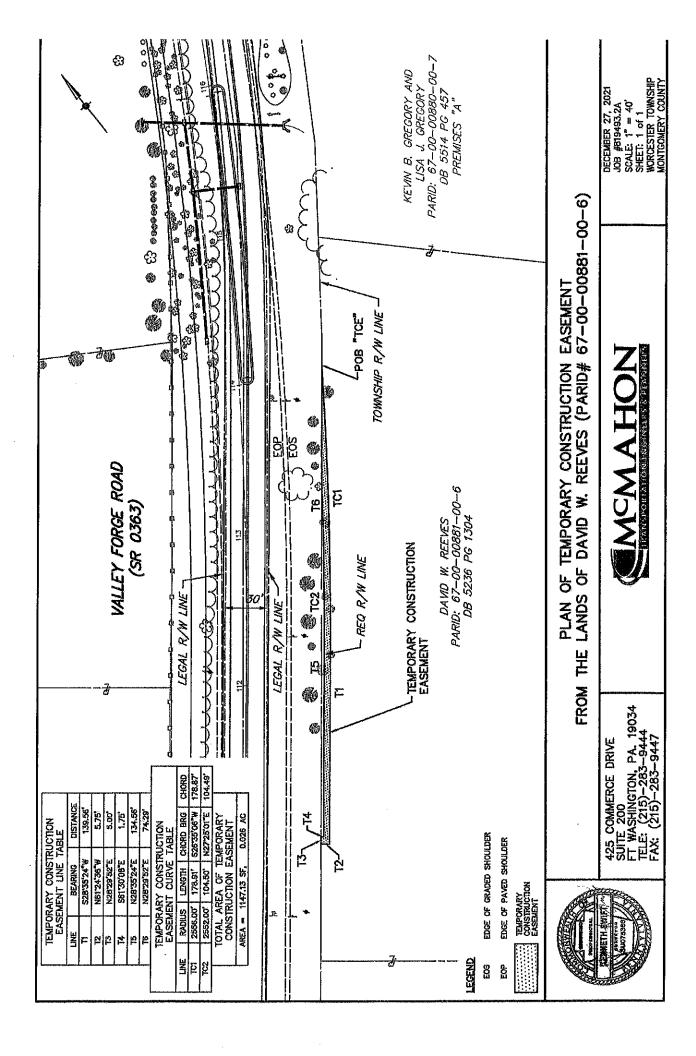


EXHIBIT B LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 5, 2022

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FROM LANDS OF DAVID W. REEVES (PARID #67-00-00881-00-6)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 22nd day of July, 1998 in Deed Book 5236 Page 1304 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP FROM THE LANDS OF DAVID W. REEVES (PARID #67-00-00881-00-6)" dated December 27, 2021, as follows to wit;

Beginning at a point on the easterly Township right-of-way line of Valley Forge Road (SR 0363); said point being at a distance of 85.24 southwest from the common properly line of David W. Reeves and Kevin B. Gregory and Lisa B. Gregory; extending thence the following courses:

- 1) Thence through the lands of grantor, on a curve to the right having a radius of 2556.00 feet, an arc length of 178.91 feet, and being subtended by a chord bearing South 26 degrees 35 minutes 06 seconds West and a chord distance of 178.87 feet to a point.
- 2) Thence, South 28 degrees 35 minutes 24 seconds West, a distance of 139.56 feet to a point.
- 3) Thence, North 61 degrees 24 minutes 36 seconds West, a distance of 5.75 feet to a point.
- 4) Thence, North 28 degrees 29 minutes 52 seconds West, a distance of 5.00 feet to a point.
- 5) Thence, South 61 degrees 30 minutes 08 seconds West, a distance of 1.75 feet to a point.
- 6) Thence, North 28 degrees 35 minutes 24 seconds East, a distance of 134.56 feet to a point of curvature.
- 7) Thence, on a curve to the left having a radius of 2552.00 feet, an arc length of 104.50 feet, and being subtended by a chord bearing North 27 degrees 25 minutes 01 seconds East and a chord distance of 104.49 feet to a point.

8) Thence, North 28 degrees 29 minutes 52 seconds East, a distance of 74.29 feet to the point and place of beginning.

Containing 1147.13 square feet, or 0.026 acres.

Prepared by and return to:
Wendy Feiss McKenna, Esquire
Robert L. Brant & Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00881-01-5

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS INDENTURE, made this _______ day of _______, 2023, between DAVID W. REEVES, of 1300 Valley Forge Road, Norristown, Pennsylvania, 19403 (hereinafter called the "Grantor"), of the one part;

AND

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Worcester Township, Pennsylvania, 19490 (hereinafter called the "Grantee"), of the other part.

WITNESSETH:

The said Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration unto him well and truly paid by the said Grantee, and intending to be

legally bound, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, conveyed, bargained, sold, released and confirmed, and by these presents does grant, convey, bargain, sell and release and confirm unto the said Grantee, its successors and assigns, a Temporary Construction and Access Easement, as hereinafter defined, extending over those certain strips of land more fully described on a plan prepared by McMahon Associates, Inc., a copy of which is attached hereto as Exhibit "A."

- 1. The affected property is identified as part of Tax Parcel No. 67-00-00881-01-5.
- 2. The legal descriptions of the easement areas, as prepared by McMahon Associates, Inc., are attached hereto as Exhibit "B."
- 3. For the purpose of the Indenture, the term "Temporary Construction and Access Easement" shall mean the full, free, unlimited and unrestricted right, liberty, privilege and easement to enter upon and use the land affected by such easement, for the purpose of providing ingress and egress for workmen and vehicular traffic, delivery of construction materials, grading adjustments within the right-of-way, grading adjustments on the land immediately adjacent to the right-of-way, and any other purpose necessary for construction in accordance with Grantee's plans until the Valley Forge Road Corridor Improvements Project is

complete, together with the right to do whatever may be required for the enjoyment of said easements, including the right of ingress and egress to and from, over, under, and through the land affected by such easements for the purposes as hereinbefore set forth, provided, however, that the Grantee of such easements, its successors and assigns, agents, servants, or employees, shall restore the land constituting the easements as reasonably possible to its pre-existing condition.

TO HOLD the said rights of easement TO HAVE AND hereditaments hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, and the said Grantor, for himself and his successors and assigns, does hereby covenant, promise and agree to and with the Grantee, its successors and assigns, by these presents, that he, the said Grantor, and his successors and assigns, all and singular, the rights, easements and hereditaments hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors and assigns, against him, the said Grantor, and his successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and defend.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed the day and year first above written.

GRANTOR:

David W. Reeves

GRANTEE:

WORCESTER TOWNSHIP

By:

Richard DeLello, Chairperson

Board of Supervisors

Attest:

Sean Halbom, MPA

Secretary

COMMONWEALTH OF PENNSYLVANIA :

purposes therein contained.

SS

COUNTY OF MONTGOMERY

On this, the _____ day of ______, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared DAVID W. REEVES, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County

My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAN

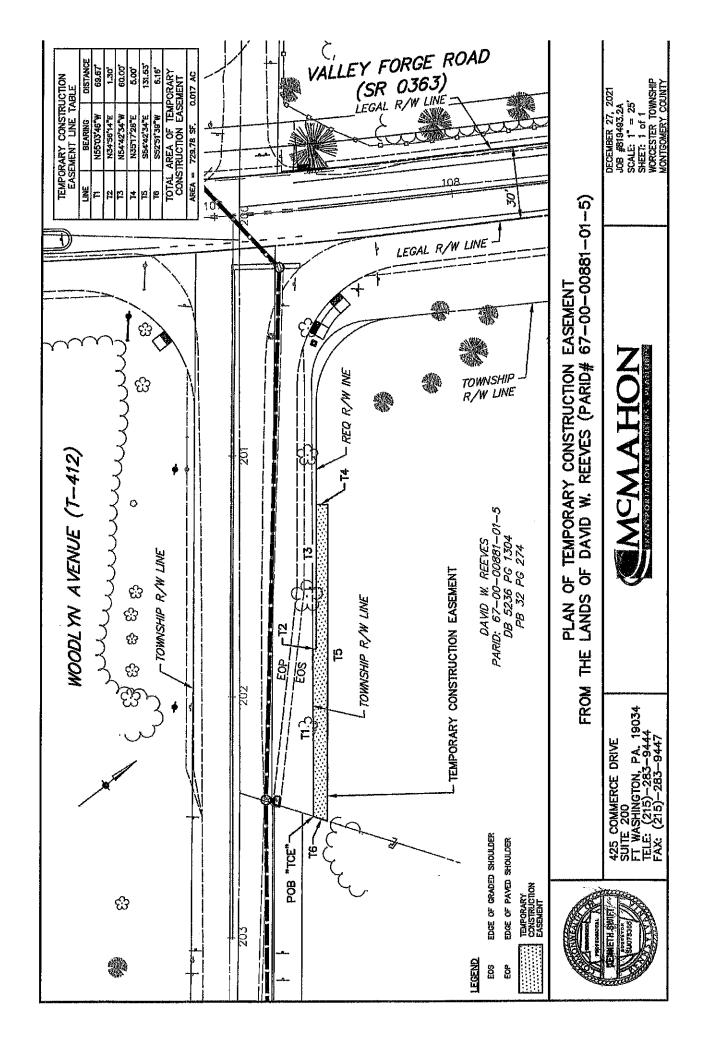


EXHIBIT B

LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 27, 2022

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENTS FROM LANDS OF DAVID W. REEVES (PARID #67-00-00881-01-5)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 22nd day of July, 1998 in Deed Book 5236 Page 1304 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENTS FROM THE LANDS OF DAVID W. REEVES (PARID #67-00-00881-01-5)" dated January 27, 2021, as follows to wit;

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT #1

Beginning at a point at the intersection of the northern Township Right-of Way line of Woodlyn Avenue and the southern property line of David W. Reeves; extending thence the following courses:

- 1) Along the northerly Township Right-of-Way line of Woodlyn Avenue (T-412), North 55 degrees 03 minutes 46 seconds West, a distance of 69.67 feet to a point.
- 2) Thence through the lands of grantor, North 34 degrees 56 minutes 14 seconds East, a distance of 1.30 feet to a point.
- 3) Thence along the required northerly Township Right-of-Way line of Woodlyn Avenue (T-412), North 54 degrees 42 minutes 34 seconds West, a distance of 60.00 feet to a point.
- 4) Thence through the lands of grantor, North 35 degrees 17 minutes 26 seconds East, a distance of 5.00 feet to a point.
- 5) Thence, South 54 degrees 42 minutes 34 seconds East, a distance of 131.53 feet to a point.
- 6) Thence along the southern property line of David W. Reeves, South 52 degrees 51 minutes 39 seconds West, a distance of 6.16 feet to the point and place of beginning.

Containing 729.78 square feet, or 0.017 acres.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT #2

Beginning at a point along in the northeasterly required Right-of-Way line of Woodlyn Avenue (T-412), said point being located the following three courses from the intersection of the northeasterly required Right-of-Way line of Woodlyn Avenue with the southeasterly property line of David W. Reeves:

- 1) Along the northeasterly required Right-of-Way line of Woodlyn Avenue, North 55 degrees 03 minutes 46 seconds West, a distance of 69.67 feet to a point.
- 2) Thence continuing along the northeasterly required Right-of-Way line of Woodlyn Avenue, North 34 degrees 56 minutes 14 seconds East, a distance of 1.30 feet to a point.
- 3) Thence a continuing along the northeasterly required Right-of-Way line of Woodlyn Avenue, North 54 degrees 42 minutes 34 seconds West, a distance of 102.76 feet to a point.

Thence from said point of beginning the following courses:

- 1) Along a curve to the right having a radius of 35.00 feet, an arc length of 51.40 feet, and being subtended by a chord bearing North 12 degrees 38 minutes 29 seconds West and a chord distance of 46.90 feet to a point.
- 2) Thence through the lands of David W. Reeves, South 60 degrees 54 minutes 59 seconds East, a distance of 35.02 feet to a point.
- Thence continuing through the lands of David W. Reeves, South 35 degrees 17 minutes 26 seconds West, a distance of 35.21 feet to a point.

Containing 903.11 square feet, or 0.021 acres.



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant and Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 1300 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00881-00-6

DEED OF DEDICATION OF STREET RIGHT-OF-WAY

THIS INDENTURE, made this ______ day of _______,

2023, by and between DAVID W. REEVES, of 1300 Valley Forge Road,

Norristown, Pennsylvania, 19403, party of the first part

(hereinafter called the "Grantor"); and

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490, party of the second part (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the advantages to it accruing as well as for divers and other considerations affecting the public welfare which he seeks to advance, has granted, conveyed,

bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, does grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground being a portion of the ultimate right-of-way associated with Valley Forge Road, located in Worcester Township, Montgomery County, Pennsylvania, as more fully described and attached hereto as Exhibit "A", and incorporated herein as though more fully set forth at length, specifically excepting therefrom any and all materials, lines, wires, pipes, connections, laterals or other facilities of any inground utility or right-of-way associated therewith, owned by or within the control of any municipal, state, or federal agency or any individual, corporation or entity other than Worcester Township.

TO HAVE AND TO HOLD, the said lot or piece of ground being the ultimate right-of-way as described in the legal description attached as Exhibit "A" and depicted on the plan attached as Exhibit "B," both made a part hereof, unto the said Grantee, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, as long as used for a public thoroughfare and a street and for no other purpose and use whatsoever and to the same extent and with the same effect as if the said public street had been opened by Decree of Court, after proceedings duly had for that purpose under and in pursuance of the statutes of the Commonwealth of Pennsylvania.

Grantor, for himself, AND, the said his heirs, administrators, successors and assigns, by these presents, covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor nor his heirs, administrators, successors and assigns, shall or will, at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading, maintenance, relocation, repair or replacement of the said public street and that neither the said Grantor, nor his heirs, administrators, successors and assigns, shall now or at any time hereafter, ask, demand, recover or receive any damages compensation by reason of said activities.

for himself, his heirs, the said Grantor, AND, administrators, successors and assigns, does, by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said lot or piece of ground described in Exhibit "A" attached hereto shall be confirmed unto the said Grantee, its successors and assigns, and against it, the said Grantor, his heirs, administrators, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim to same or any part thereof, by, from or under it or them or any of them, shall or will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the date and year first above written, intending to be legally bound hereby.

GRANTOR:

David W. Reeves

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the _____ day of ______, 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared **DAVID W. REEVES**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commission number 1297600 Commission number 1297600 Commission expires April 14, 2024 Commission number 1297600

Miember, Pennsylvania Association of Notaries

Exhibit "A" Legal Description

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 5, 2022

FROM LANDS OF DAVID W. REEVES (PARID #67-00-00881-00-6)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 22nd day of July, 1998 in Deed Book 5236 Page 1304 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP FROM THE LANDS OF DAVID W. REEVES (PARID #67-00-00881-00-6)" dated December 27, 2021, as follows to wit;

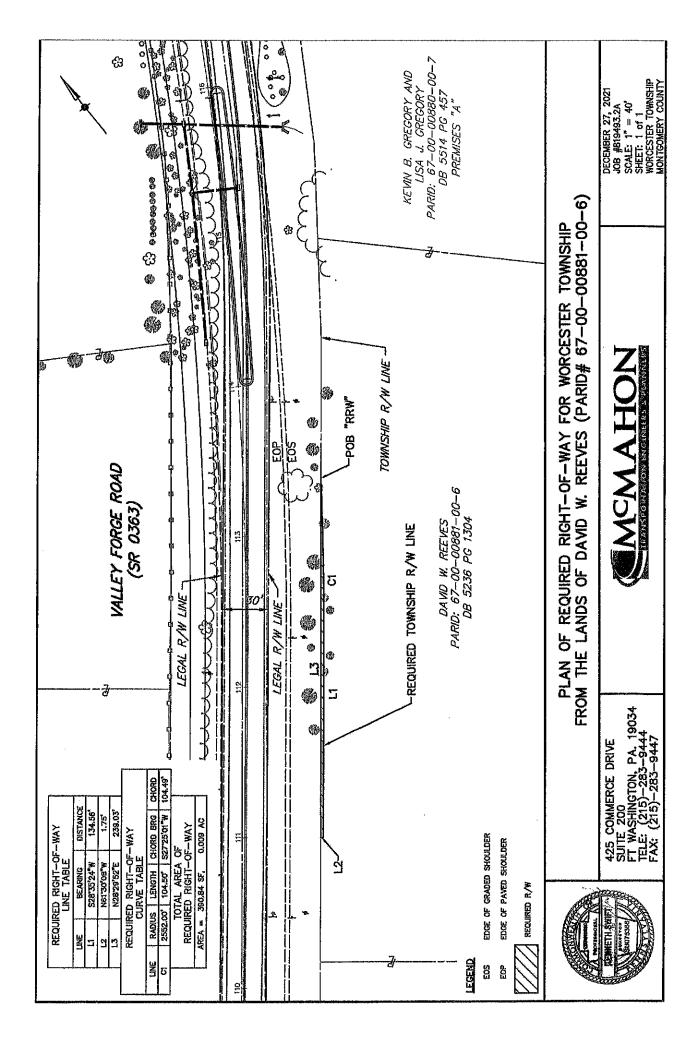
Beginning at a point on the easterly Township right-of-way line of Valley Forge Road (SR 0363); said point being at a distance of 159.52 southwest from the common properly line of David W. Reeves and Kevin B. Gregory and Lisa B. Gregory; extending thence the following courses:

- Thence through the lands of grantor, on a curve to the right having a radius of 2552.00 feet, an arc length of 104.50 feet, and being subtended by a chord bearing South 27 degrees 25 minutes 01 seconds West and a chord distance of 104.49 feet to a point.
- 2) Thence, South 28 degrees 35 minutes 24 seconds West, a distance of 134.56 feet to a point.
- 3) Thence, North 61 degrees 30 minutes 08 seconds West, a distance of 1.75 feet to a point.
- 4) Thence, North 28 degrees 29 minutes 52 seconds East, a distance of 239.03 feet to the point and place of beginning.

Containing 390.84 square feet, or 0.009 acres.

Exhibit "B"

Plan



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant and Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of Valley Forge Road,
Worcester Township,
Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00881-01-5

DEED OF DEDICATION OF STREET RIGHT-OF-WAY

THIS INDENTURE, made this ______ day of _______,

2023, by and between DAVID W. REEVES, of 1300 Valley Forge Road,

Norristown, Pennsylvania, 19403, party of the first part

(hereinafter called the "Grantor"); and

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490, party of the second part (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the advantages to it accruing as well as for divers and other considerations affecting the public welfare which he seeks to advance, has granted, conveyed,

bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, does grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground being a portion of the ultimate right-of-way associated with Avenue, located in Worcester Township, Montgomery County, Pennsylvania, as more fully described and attached hereto as Exhibit "A", and incorporated herein as though more fully set forth at length, specifically excepting therefrom any and all materials, lines, wires, pipes, connections, laterals or other facilities of any inground utility or right-of-way associated therewith, owned by or within the control of state, or federal any municipal, agency or any individual, corporation or entity other than Worcester Township.

TO HAVE AND TO HOLD, the said lot or piece of ground being the ultimate right-of-way as described in the legal description attached as Exhibit "A" and depicted on the plan attached as Exhibit "B," both made a part hereof, unto the said Grantee, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, as long as used for a public thoroughfare and a street and for no other purpose and use whatsoever and to the same extent and with the same effect as if the said public street had been opened by Decree of Court, after proceedings duly had for that purpose under and in pursuance of the statutes of the Commonwealth of Pennsylvania.

AND, said Grantor, for himself, the his heirs, administrators, successors assigns, by these presents, and covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor nor his heirs, administrators, successors and assigns, shall or will, at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading, maintenance, relocation, repair or replacement of the said public street and that neither the said Grantor, nor his heirs, administrators, successors and assigns, shall now or at any time hereafter, ask, demand, recover or receive any damages or compensation by reason of said activities.

AND, the said Grantor, for himself, his heirs, administrators, successors and assigns, does, by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said lot or piece of ground described in Exhibit "A" attached hereto shall be confirmed unto the said Grantee, its successors and assigns, and against it, the said Grantor, his heirs, administrators, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim to same or any part thereof, by, from or under it or them or any of them, shall or will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the date and year first above written, intending to be legally bound hereby.

GRANTOR:

David W. Reeves

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the _____ day of ______, 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared **DAVID W. REEVES**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

Exhibit "A" Legal Description

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 27, 2022

DESCRIPTION OF REQUIRED RIGHT-OF-WAY FROM LANDS OF DAVID W. REEVES (PARID #67-00-00881-01-5)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 22nd day of July, 1998 in Deed Book 5236 Page 1304 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP FROM THE LANDS OF DAVID W. REEVES (PARID #67-00-00881-01-5)" dated December 27, 2021, as follows to wit;

Beginning at a point on the easterly Township right-of-way line of Valley Forge Road (SR 0363) said point being on a bearing North 29 degrees 25 minutes 37 seconds East and a distance of 53.04 feet from the title line in the bed of Woodlyn Avenue (T-412); extending thence the following courses:

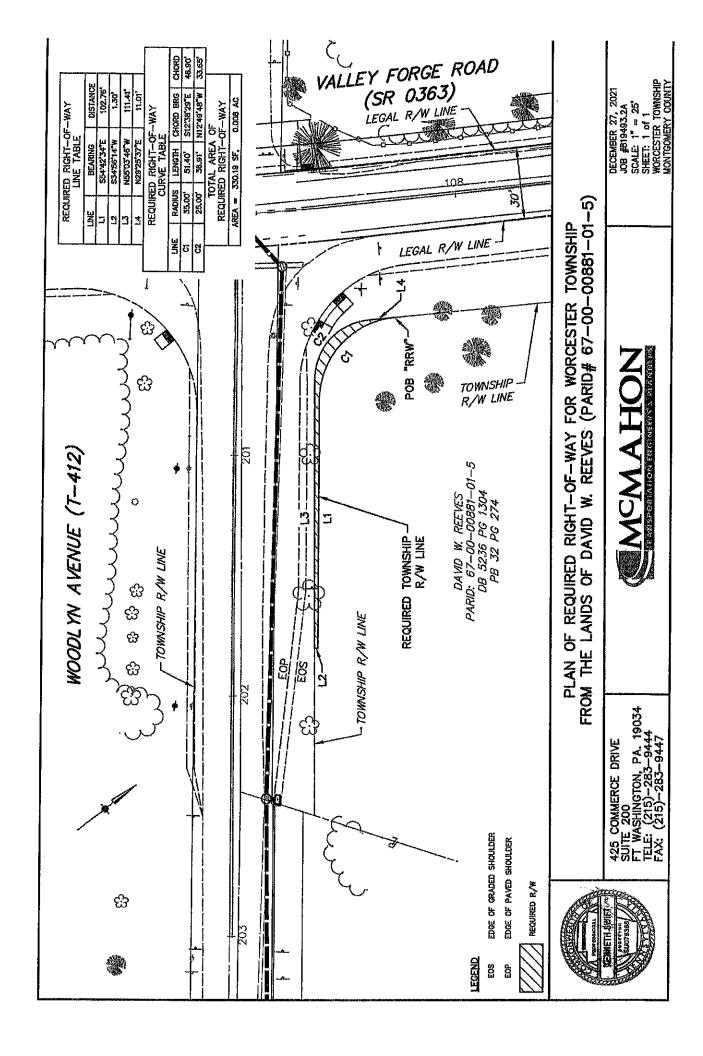
- 1) Thence through the lands of grantor, on a curve to the left having a radius of 35.00 feet, an arc length of 51.40 feet, and being subtended by a chord bearing South 12 degrees 38 minutes 29 seconds East and a chord distance of 46.90 feet to a point.
- 2) Thence, South 54 degrees 42 minutes 34 seconds East, a distance of 102.76 feet to a point.
- 3) Thence, South 34 degrees 56 minutes 14 seconds West, a distance of 1.30 feet to a point.
- 4) Along the northerly Township Right-of-Way line of Woodlyn Avenue (T-412), North 55 degrees 03 minutes 46 seconds West, a distance of 111.41 feet to a point.
- 5) Thence continuing along easterly Township Right-of-Way line of Valley Forge Road (SR 0363) on a curve to the right having a radius of 25.00 feet, an arc length of 36.91 feet, and being subtended by a chord bearing North 12 degrees 49 minutes 48 seconds West and a chord distance of 33.65 feet to the point.
- 6) Thence continuing along easterly Township Right-of-Way line of Valley Forge Road, North 29 degrees 25 minutes 37 seconds East a distance of 11.01 feet to the point and place of beginning.

Containing 330.19 square feet, or 0.008 acres.



Exhibit "B"

Plan



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant & Associates, LLC
572 W. Main Street
P.O. Box 26865
Trappe, PA 19426
Phone: 610-489-9199

PREMISES: portion of 1301 Valley Forge Road,

Worcester Township,

Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-01021-00-1

STORM WATER MANAGEMENT FACILITIES EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 13th day of October, 2023, by and between RALPH A. GAUDIO, III and MARLENE SERAFINE GAUDIO, adult individuals residing at 1301 Valley Forge Road, Norristown, Montgomery County, Pennsylvania, 19403 (hereinafter, collectively referred to as "Grantor") and WORCESTER TOWNSHIP, a municipality located in Montgomery County, Pennsylvania, and having an address of 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490 (hereinafter referred to as "Grantee").

BACKGROUND

A. Grantors are the legal owners of a certain parcel of land located at 1301 Valley Forge Road, Norristown, Montgomery County, Pennsylvania, 19403, which parcel is more particularly identified as Montgomery County Tax Parcel Number 67-00-01021-00-1

(the "Grantor Property").

- B. The Grantor Property is depicted on a plan prepared by McMahon Associates, Inc. dated June 28, 2022, a copy of which is attached hereto and identified as Exhibit "A" (the "Plan").
- C. Grantee has requested a 2,046.97 square foot permanent storm water management facilities easement on, over, under and through the Grantor Property ("Storm Water Management Facilities Easement"). The Storm Water Management Facilities Easement is necessary to enable the Grantee to install, maintain, repair or replace certain storm water management facilities, related improvements, and fence, which shall be relocated by Grantee to the location set forth on Exhibit "A" (hereinafter collectively referred to as the "Improvements") on the Grantor Property.
- D. The portion of the Grantor Property to be used for the Storm Water Management Facilities Easement (the "Easement Area") is more fully described in the legal description attached hereto as Exhibit "B".
- E. Grantors are willing to grant such easements on, over, under and through the Easement Area on the Grantor Property to Grantee subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto,

intending to be legally bound hereby, agree as follows:

1. GRANT **OF** STORM WATER MANAGEMENT FACILITIES **EASEMENT**. Grantors, on behalf of themselves and their heirs, personal representatives, successors and assigns, hereby grant to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the full, perpetual, uninterrupted, right, right-of-way, privilege and easement on, over, under, across and through the Easement Area on the Grantor Property, as depicted on the Plan attached hereto as Exhibit "A", and as more particularly described in the legal description attached hereto as Exhibit "B", the purposes οf installation, the access, use, operation, maintenance, repair, and replacement of the Improvements located, or to be located, within the Easement Area, and located, or to be located, on adjoining properties in accordance with the Plan. Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Easement Area in order to install, operate, inspect and perform maintenance and repairs to the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties; (b) to replace all or any portion of the Improvements; and (c) to perform excavation, grading or other work necessary in connection with the foregoing. Grantee shall provide the Grantor reasonable notice prior to its exercise of the rights provided in this Storm Water Management Facilities Easement.

- 2. WORK WITHIN THE EASEMENT AREA. All work to be performed on and access to or through the Grantor Property by Grantee pursuant to this Agreement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.
- any work related to the installation, maintenance, repair or replacement of the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties by Grantee or its employees, agents or contractors, the Grantee shall restore the portions of the Grantor Property affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject however, to the construction and modification of the Improvements as contemplated on the Plan.
- 4. MAINTENANCE OBLIGATION. Grantee, on behalf of itself, its successors and assigns, hereby agrees that Grantee, at its sole expense, shall be responsible for the maintenance of the surface of the Easement Area, and for the maintenance of the Improvements located within the Easement Area.
- 5. RESERVATIONS TO GRANTORS. Except to the extent inconsistent with the easements granted to Grantee hereunder, and the other rights and obligations granted herein, Grantors, their heirs, personal representatives, successors and assigns, shall

have the right to use and enjoy all areas of the Grantor Property including the Easement Area.

- for themselves, their contractors, employees and invitees, and their heirs, successors and assigns:
- a. That they will not do or fail to do anything which would unreasonably interfere with Grantee's use of the Easement Area;
- b. That they will not erect any building, barrier, fence or other structure or improvement within the Easement Area;
- c. That they will not plant any new trees or other plant life which could interfere with the Improvements within the Easement Area; and
- d. That they will not modify the grade of all or any portion of the Easement Area.

7. GENERAL PROVISIONS.

a. <u>Entire Agreement</u>. The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended

or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their heirs, personal representatives, successors or assigns. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

- b. <u>Controlling Law</u>. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- c. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- d. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Grantors and Grantee and their respective heirs, personal representatives, successors and assigns.
- e. <u>Headings</u>. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

- f. Recording. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, at the sole expense of Grantee.
- g. <u>Obligations to Run With the Land</u>. The covenants, restrictions and obligations of this Agreement shall be perpetual, and shall be deemed covenants running with the Grantor Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

	GRANTORS:
10/13/23 Date	Ralph A. Gaudio, III
10/13/23	Marlene Scrapiu Gaudio Marlene Serafine Gaudio
Date	Marlene Serafine Gaudio
	GRANTEE: WORCESTER TOWNSHIP By:
Date	Richard DeLello, Chairperson
	Board of Supervisors
	Attest:
Date	Sean Halbom, MPA
	Secretary

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

 ${\tt IN}$ WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the ______ day of _______, 2023, before me, the undersigned officer, personally appeared RICHARD Deletlo, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

Exhibit A

PLAN

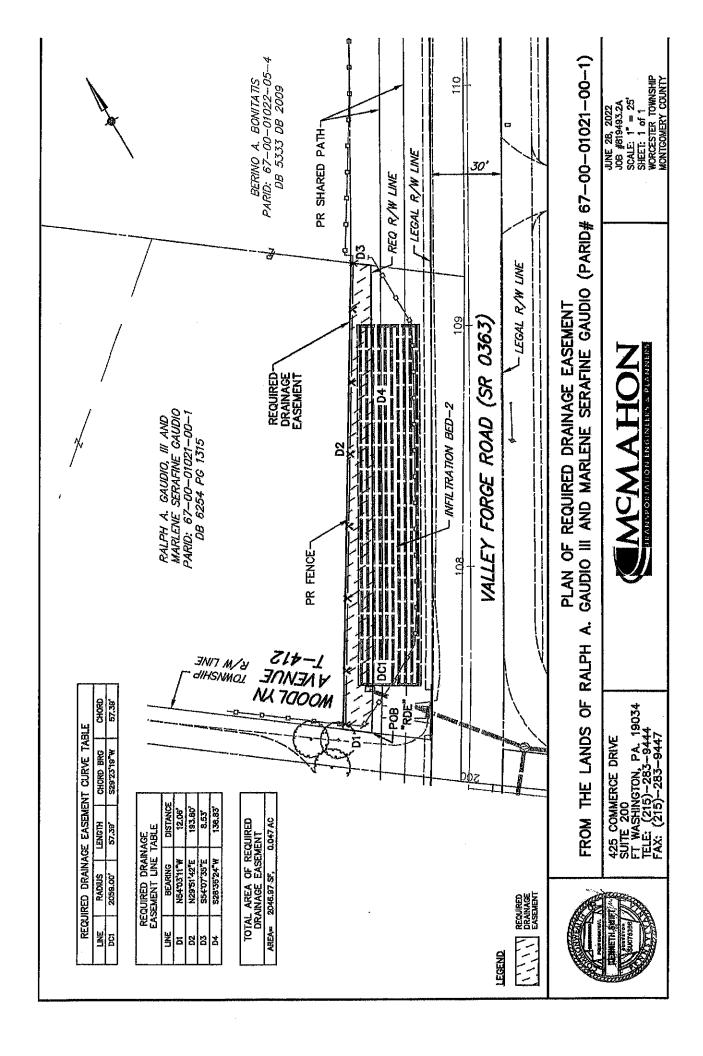


Exhibit B

STORM WATER MANAGEMENT FACILITIES EASEMENT AREA LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

June 29, 2022

DESCRIPTION OF REQUIRED DRAINAGE EASEMENT OVER LANDS OF RALPH A. GAUDIO, III AND MARLENE SERAFINE GAUDIO (PARID #67-00-01021-00-1)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 8th day of October in Deed Book 6254 Page 01315 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED DRAINAGE EASEMENT FROM THE LANDS OF RALPH A. GAUDIO III AND MARLENE SERAFINE GAUDIO: 67-00-01021-00-1)" dated June 28, 2022, as follows to wit;

Beginning at a point of intersection of the westerly required right-of-way line of Valley Forge Road (SR 0363) with the northerly legal right-of-way line of Woodlyn Avenue (T-412); extending thence the following courses:

- 1) Along the northerly legal right-of-way line of Woodlyn Avenue, North 54 degrees 03 minutes 11 seconds West, a distance of 12.06 feet to a point.
- 2) Thence, through portions of lands of Ralph A. Gaudio, III and Marlene Serafine Gaudio, North 29 degrees 51 minutes 42 seconds East, a distance of 193.80 feet to a point in the southerly property line of lands of Berino A. Bonitatis.
- 3) Thence, along the southerly property line of lands of Berino A. Bonitatis, South 54 degrees 07 minutes 35 seconds East, a distance of 8.53 feet to a point in the westerly required right-of-way line of Valley Forge Road.

Thence, along the westerly required right-of-way line of Valley Forge Road the following two courses:

- 4) South 28 degrees 35 minutes 24 seconds West, a distance of 136.83 feet to a point of curvature.
- 5) Thence, on a curve to the right having a radius of 2059.00 feet, an arc length of 57.39 feet, a central angle of 01 degrees 35 minutes 49 seconds and being subtended by a chord bearing South 29 degrees 23 minutes 19 seconds West, a chord distance of 57.39 feet to the point and place of beginning.

Containing 2,046.97 square feet, or 0.047 acres.

Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant and Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 1301 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-01021-00-1

DEED OF DEDICATION OF STREET RIGHT-OF-WAY

THIS INDENTURE, made this 13th day of October, 2023, by and between RALPH A. GAUDIO, III and MARLENE SERAFINE GAUDIO, of 1301 Valley Forge Road, Norristown, Pennsylvania, 19403, party of the first part (hereinafter called the "Grantors"); and

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490, party of the second part (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the advantages to it accruing as well as for divers and other considerations affecting the public welfare which they seek to advance, have granted, conveyed,

bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, do grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground being a portion of the ultimate right-of-way associated with Valley Forge Road, located in Worcester Township, Montgomery County, Pennsylvania, as more fully described and attached hereto as Exhibit "A", and incorporated herein as though more fully set forth at length, specifically excepting therefrom any and all materials, lines, wires, pipes, connections, laterals or other facilities of any inground utility or right-of-way associated therewith, owned by or within the control of any municipal, state, or federal agency or any individual, corporation or entity other than Worcester Township.

the ultimate right-of-way as described in the legal description attached as Exhibit "A" and depicted on the plan attached as Exhibit "B," both made a part hereof, unto the said Grantee, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, as long as used for a public thoroughfare and a street and for no other purpose and use whatsoever and to the same extent and with the same effect as if the said public street had been opened by Decree of Court, after proceedings duly had for that purpose under and in pursuance of the statutes of the Commonwealth of Pennsylvania.

AND, the said Grantors, for themselves, their heirs, administrators, successors and assigns, by these presents, covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their heirs, administrators, successors and assigns, shall or will, at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading, maintenance, relocation, repair or replacement of the said public street and that neither the said Grantors, nor their heirs, administrators, successors and assigns, shall now or at any time hereafter, ask, demand, recover or receive any damages or compensation by reason of said activities.

AND, the said Grantors, for themselves, their heirs, administrators, successors and assigns, do, by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said lot or piece of ground described in Exhibit "A" attached hereto shall be confirmed unto the said Grantee, its successors and assigns, and against it, the said Grantors, their heirs, administrators, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim to same or any part thereof, by, from or under it or them or any of them, shall or will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the date and year first above written, intending to be legally bound hereby.

GRANTORS:

Ralph A Gaudio III

Marlene Serafine Gaudio

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the day of the commonwealth of Pennsylvania, personally appeared RALPH A. GAUDIO, III, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Exhibit "A"

Legal Description

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215,283,9444 mcmahonassociates.com

January 3, 2022

DESCRIPTION OF REQUIRED RIGHT-OF-WAY FROM LANDS OF RALPH A. GAUDIO, III AND MARLENE SERAFINE GAUDIO (PARID #67-00-01021-00-1)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 8th day of October in Deed Book 6254 Page 01315 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP FROM THE LANDS OF RALPH A. GAUDIO III AND MARLENE SERAFINE GAUDIO: 67-00-01021-00-1)" dated December 17, 2021, as follows to wit;

Beginning at a point of intersection of the westerly legal right-of-way line of Valley Forge Road (SR 0363) with the northerly legal right-of-way line of Woodlyn Avenue (T-412); extending thence the following courses:

1) Along the northerly legal right-of-way line of Woodlyn Avenue, North 54 degrees 03 minutes 11 seconds West, a distance of 25.07 feet to a point.

Thence, through portions of lands of Ralph A. Gaudio, III and Marlene Serafine Gaudio the following two courses:

- 2) On a curve to the left having a radius of 2,059.00 feet, an arc length of 57.39 feet, a central angle of 01 degrees 35 minutes 49 seconds, and being subtended by a chord bearing North 29 degrees 23 minutes 19 seconds East a chord distance of 57.39 feet to a point.
- 3) Thence, North 28 degrees 35 minutes 24 seconds East, a distance of 136.83 feet to a point in the southerly property line of lands of Berino A. Bonitatis.
- 4) Thence, along the southerly property line of lands of Berino A. Bonitatis, South 54 degrees 07 minutes 35 seconds East, a distance of 25.21 feet to a point in the westerly legal right-of-way line of Valley Forge Road.

Thence, along the westerly legal right-of-way line of Valley Forge Road the following two courses:

- 5) South 28 degrees 43 minutes 36 seconds West, a distance of 148.59 feet to a point on a curve.
- 6) Thence, on a curve to the right having a radius of 2032.93 feet, an arc length of 45.65 feet, a central angle of 01 degrees 17 minutes 12 seconds, and being subtended by a chord bearing

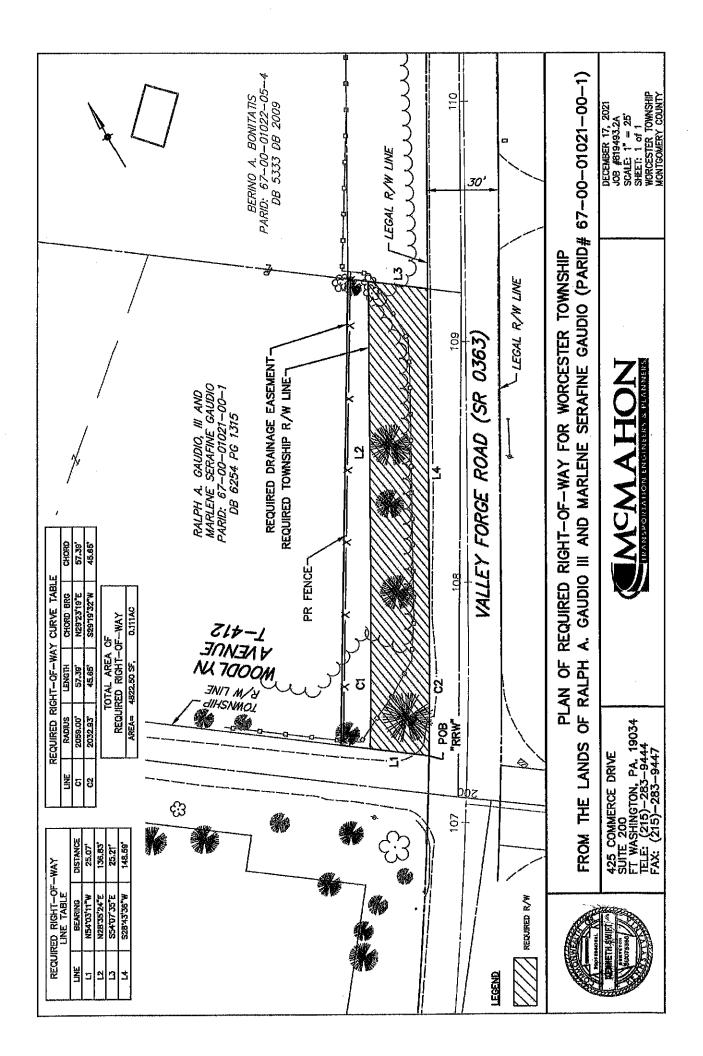
South 29 degrees 19 minutes 32 seconds West, a chord distance of 45.65 feet to the point and place of beginning.

Containing 4,822.50 square feet, or 0.111 acres.



Exhibit "B"

Plan



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant and Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 1261 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-01018-00-4

DEED OF DEDICATION OF STREET RIGHT-OF-WAY

THIS INDENTURE, made this _______ day of ________,

2023, by and between ALLYSON DONATO and CHRISTOPHER DONATO, of

1261 Valley Forge Road, Norristown, Pennsylvania, 19403, party of
the first part (hereinafter called the "Grantors"); and

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490, party of the second part (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the advantages to it accruing as well as for divers and other considerations affecting the public welfare which they seek to advance, have granted, conveyed, bargained, sold, aliened, enfeoffed, released and confirmed, and

by these presents, do grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground being a portion of the ultimate right-of-way associated with Valley Forge Road and Woodlyn Avenue, located in Worcester Township, Montgomery County, Pennsylvania, as more fully described and attached hereto as Exhibit "A", and incorporated herein as though more fully set forth at length, specifically excepting therefrom any and all materials, lines, wires, pipes, connections, laterals or other facilities of any inground utility or right-of-way associated therewith, owned by or within the control of any municipal, state, or federal agency or any individual, corporation or entity other than Worcester Township.

TO HAVE AND TO HOLD, the said lot or piece of ground being the ultimate right-of-way as described in the legal description attached as Exhibit "A" and depicted on the plan attached as Exhibit "B," both made a part hereof, unto the said Grantee, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, as long as used for a public thoroughfare and a street and for no other purpose and use whatsoever and to the same extent and with the same effect as if the said public street had been opened by Decree of Court, after proceedings duly had for that purpose under and in pursuance of the statutes of the Commonwealth of Pennsylvania.

AND, the said Grantors, for themselves, their heirs, administrators, successors and assigns, by these presents,

covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their heirs, administrators, successors and assigns, shall or will, at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading, maintenance, relocation, repair or replacement of the said public street and that neither the said Grantors, nor their heirs, administrators, successors and assigns, shall now or at any time hereafter, ask, demand, recover or receive any damages or compensation by reason of said activities.

AND, the said Grantors, for themselves, their heirs, administrators, successors and assigns, do, by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said lot or piece of ground described in Exhibit "A" attached hereto shall be confirmed unto the said Grantee, its successors and assigns, and against it, the said Grantors, their heirs, administrators, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim to same or any part thereof, by, from or under it or them or any of them, shall or will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the date and year first above written, intending to be legally bound hereby.

GRANTORS:

Allyson Donato

Christopher Donato

COMMONWE	$_{ m ALTH}$	OE	PENNSY	LVANTA	:

SS

COUNTY OF MONTGOMERY

On this, the 17 day of October , 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared ALLYSON DONATO, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Many C Mulling Notary Public Commonwealth of Pennsylvania - Notary Seal Mary Ann Murray, Notary Public Montgomery County

> My commission expires November 17, 2024 Commission number 1387448

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On this, the 17 day of October, 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared CHRISTOPHER DONATO, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal Mary Ann Murray, Notary Public Montgomery County

My commission expires November 17, 2024 Commission number 1387448

Member, Pennsylvania Association of Notaries

Exhibit "A" Legal Description

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 3, 2022

DESCRIPTION OF REQUIRED RIGHT-OF-WAY FROM LANDS OF ALLYSON DONATO AND CHRISTOPER DONATO (PARID #67-00-01018-00-4)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 3rd day of November in Deed Book 6070 Page 01585 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP FROM THE LANDS OF ALLYSON AND CHRISTOPHER DONATO PARRID: 67-00-01048-00-4)" dated December 27, 2021, as follows to wit;

Beginning at a point of intersection of the westerly legal right-of-way line of Valley Forge Road (SR 0363) with the southerly legal right-of-way line of Woodlyn Avenue (T-412); extending thence the following courses:

1) Along the westerly legal right-of-way line of Valley Forge Road, South 37 degrees 17 minutes 00 seconds West, a distance of 139.34 feet to a point.

Thence, through portions of lands of Allyson Donato and Christopher Donato the following four courses:

- 2) North 54 degrees 21 minutes 22 seconds West, a distance of 6.44 feet to a point.
- 3) Thence, on a curve to the left having a radius of 2,044.00 feet, an arc length of 88.38 feet, a central angle of 02 degrees 28 minutes 39 seconds, and being subtended by a chord bearing North 34 degrees 24 minutes 19 seconds East a chord distance of 88.37 feet to a point.
- 4) Thence, North 52 degrees 42 minutes 58 seconds West, a distance of 116.31 feet to a point.
- 5) Thence, North 35 degrees 56 minutes 49 seconds East, a distance of 63.28 feet to a point in the southerly legal right-of-way line of Woodlyn Avenue.

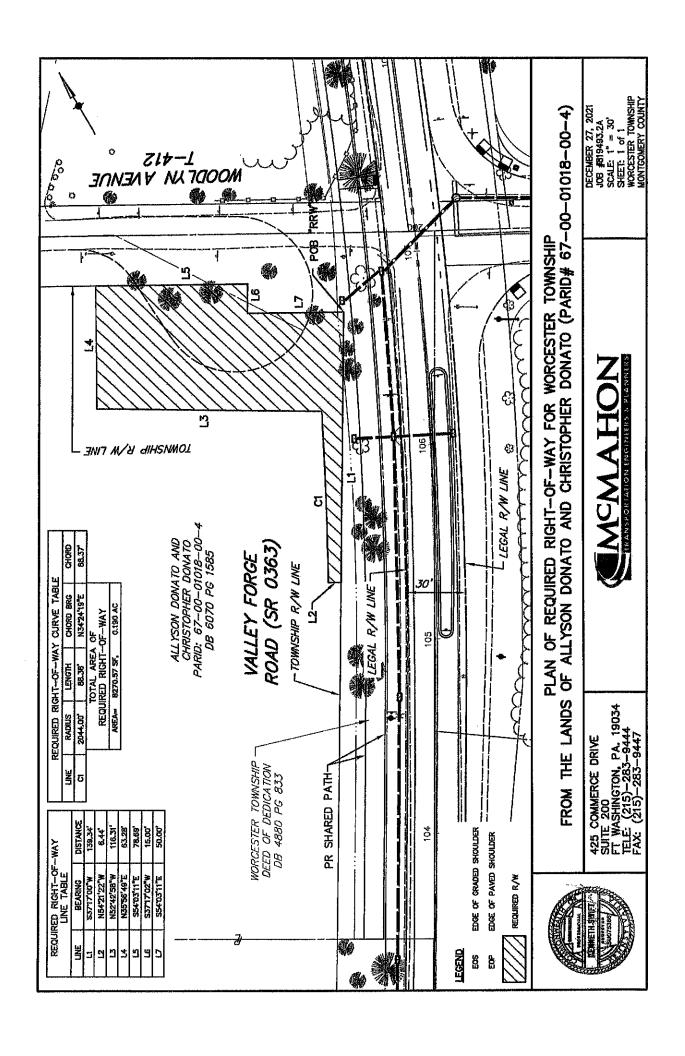
Thence, along the southerly legal right-of-way line of Woodlyn Avenue the following three courses:

- 6) South 54 degrees 03 minutes 11 seconds East, a distance of 78.69 feet to a point.
- Thence, South 37 degrees 17 minutes 02 seconds West, a distance of 15.00 feet to a point.
- 8) Thence, South 54 degrees 03 minutes 11 seconds East, a distance of 50.00 feet to the point and place of beginning.

Containing 8270.57 square feet, or 0.190 acres.

Exhibit "B"

Plan



Prepared by and return to:
Wendy Feiss McKenna, Esquire
Robert L. Brant & Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of Valley Forge Road,
Worcester Township,
Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00893-00-3

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS INDENTURE, made this ______ day of ________, 2023, between the JOHN GRAHAM (deceased) and NANCY S. BICKEL, EXECUTRIX OF THE ESTATE OF MARY LOUISE GRAHAM, of 3019 Stump Hall Road, Collegeville, Pennsylvania, 19426 (hereinafter called the "Grantor"), of the one part;

AND

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Worcester Township, Pennsylvania, 19490 (hereinafter called the "Grantee"), of the other part.

WITNESSETH:

The said Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration unto it

well and truly paid by the said Grantee, and intending to be legally bound, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, conveyed, bargained, sold, released and confirmed, and by these presents does grant, convey, bargain, sell and release and confirm unto the said Grantee, its successors and assigns, a Temporary Construction and Access Easement, as hereinafter defined, extending over that certain strip of land more fully described on a plan prepared by McMahon Associates, Inc., a copy of which is attached hereto as Exhibit "A."

- 1. The affected property is identified as part of Tax Parcel No. 67-00-00892-50-8.
- 2. The legal description of the easement area, as prepared by McMahon Associates, Inc., is attached hereto as Exhibit "B."
- 3. For the purpose of the Indenture, the term "Temporary Construction and Access Easement" shall mean the full, free, unlimited and unrestricted right, liberty, privilege and easement to enter upon and use the land affected by such easement, for the purpose of providing ingress and egress for workmen and vehicular traffic, delivery of construction materials, grading adjustments within the right-of-way, grading adjustments on the land immediately adjacent to the right-of-way, and any other purpose necessary for construction in accordance with Grantee's plans until the Valley Forge Road Corridor Improvements Project is

complete, together with the right to do whatever may be required for the enjoyment of said easement, including the right of ingress and egress to and from, over, under, and through the land affected by such easement for the purposes as hereinbefore set forth, provided, however, that the Grantee of such easement, its successors and assigns, agents, servants, or employees, shall restore the land constituting the easement as reasonably possible to its pre-existing condition.

TO HAVE AND TO HOLD the said rights of easement and hereditaments hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, and the said Grantor, for itself and its successors and assigns, does hereby covenant, promise and agree to and with the Grantee, its successors and assigns, by these presents, that it, the said Grantor, and its successors and assigns, all and singular, the rights, easements and hereditaments hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and defend.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed the day and year first above written.

GRANTOR:

ESTATE OF MARY LOUISE GRAHAM

By: Mancy S. Bickel, Executrix

GRANTEE:

WORCESTER TOWNSHIP

By:

Richard DeLello, Chairperson

Board of Supervisors

Attest:

Sean Halbom, MPA

Secretary

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On this, the 16 day of October, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared NANCY S. BICKEL, Executrix of the Estate of Mary Louise Graham, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Member, Pennsylvania Association of Notaries

Willan C Murray Notary Public COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

II OF MONIGOMERI .

On the day of October, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared RICHARD DeLELLO, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAN

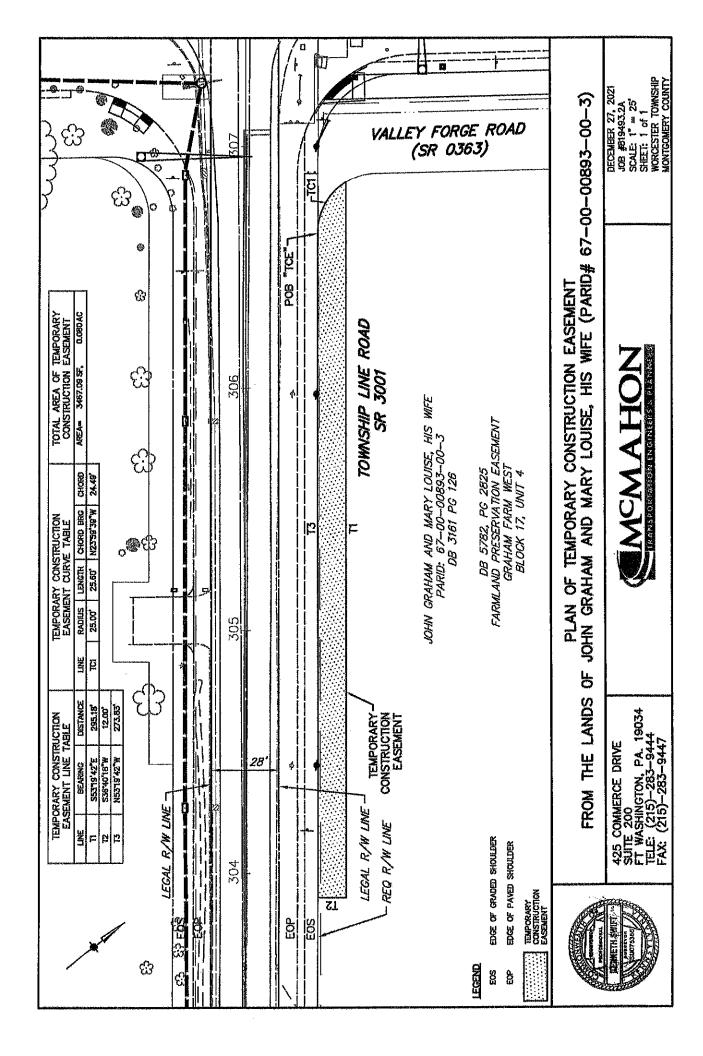


EXHIBIT B

LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Sulte 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 5, 2022

DESCRIPTION OF REQUIRED TEMPORARY CONSTRUCTION EASEMENT OVER LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID #67-00-00893-00-3)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of May 1961, in Deed Book 3161 Page 126 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENT FROM THE LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID# 67-00-00893-00-3)" dated December 27, 2021, as follows to wit;

Beginning at a point in the northeasterly required right-of-way line of Township Line Road (SR 3001) said point being south westerly terminus of the required drainage easement; extending thence the following courses:

1) Along the required drainage easement and through portions of lands of John Graham and Mary Louise, his wife, on a curve to the right having a radius of 25.00 feet, an arc length of 25.60 feet, a central angle of 58 degrees 40 minutes 15 seconds, and being subtended by a chord bearing North 23 degrees 59 minutes 39 seconds West, a chord distance of 24.49 feet to a point.

Thence, through portions of lands of John Graham and Mary Louise, his wife, the following two courses:

- 2) South 53 degrees 19 minutes 42 seconds East, a distance of 295.18 feet to a point.
- 3) Thence, South 36 degrees 40 minutes 18 seconds West, a distance of 12.00 feet to a point in the northeasterly required right-of-way line of Township Line Road.
- 4) Thence, along the northeasterly required right-of-way line of Township Line Road, North 53 degrees 19 minutes 42 seconds West, a distance of 273.83 feet to the point and place of beginning.

Containing 3467.09 square feet, or 0.080 acres.

Prepared by and return to:
Wendy Feiss McKenna, Esquire
Robert L. Brant & Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 1515 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00892-50-8

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

AND

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Worcester Township, Pennsylvania, 19490 (hereinafter called the "Grantee"), of the other part.

WITNESSETH:

The said Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration unto it

well and truly paid by the said Grantee, and intending to be legally bound, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, conveyed, bargained, sold, released and confirmed, and by these presents does grant, convey, bargain, sell and release and confirm unto the said Grantee, its successors and assigns, a Temporary Construction and Access Easement, as hereinafter defined, extending over those certain strips of land more fully described on a plan prepared by McMahon Associates, Inc., a copy of which is attached hereto as Exhibit "A."

- 1. The affected property is identified as part of Tax Parcel No. 67-00-00892-50-8.
- 2. The legal descriptions of the easement areas, as prepared by McMahon Associates, Inc., are attached hereto as Exhibit "B."
- 3. For the purpose of the Indenture, the term "Temporary Construction and Access Easement" shall mean the full, free, unlimited and unrestricted right, liberty, privilege and easement to enter upon and use the land affected by such easement, for the purpose of providing ingress and egress for workmen and vehicular traffic, delivery of construction materials, grading adjustments within the right-of-way, grading adjustments on the land immediately adjacent to the right-of-way, and any other purpose necessary for construction in accordance with Grantee's plans

until the Valley Forge Road Corridor Improvements Project is complete, together with the right to do whatever may be required for the enjoyment of said easement, including the right of ingress and egress to and from, over, under, and through the land affected by such easement for the purposes as hereinbefore set forth, provided, however, that the Grantee of such easement, its successors and assigns, agents, servants, or employees, shall restore the land constituting the easement as reasonably possible to its pre-existing condition.

TO HAVE AND TO HOLD the said rights of easement and hereditaments hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, and the said Grantor, for itself and its successors and assigns, does hereby covenant, promise and agree to and with the Grantee, its successors and assigns, by these presents, that it, the said Grantor, and its successors and assigns, all and singular, the rights, easements and hereditaments hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, against all and every person or persons whomsoever

lawfully claiming or to claim the same or any part thereof, shall and will warrant and defend.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed the day and year first above written.

GRANTOR:

ESTATE OF MARY LOUISE GRAHAM

Mancy S. Bickel, Executrix

GRANTEE:

WORCESTER TOWNSHIP

Bv:

Richard DeLello, Chairperson

Board of Supervisors

Attest:

Sean Halbom, MPA

Secretary

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On this, the _______ day of ________, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared NANCY S. BICKEL, Executrix of the Estate of Mary Louise Graham, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On the 16 day of October, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared RICHARD DelELLO, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Mary Ann Murray, Notary Public Montgomery County

My commission expires November 17, 2024 Commission number 1387448

Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAN

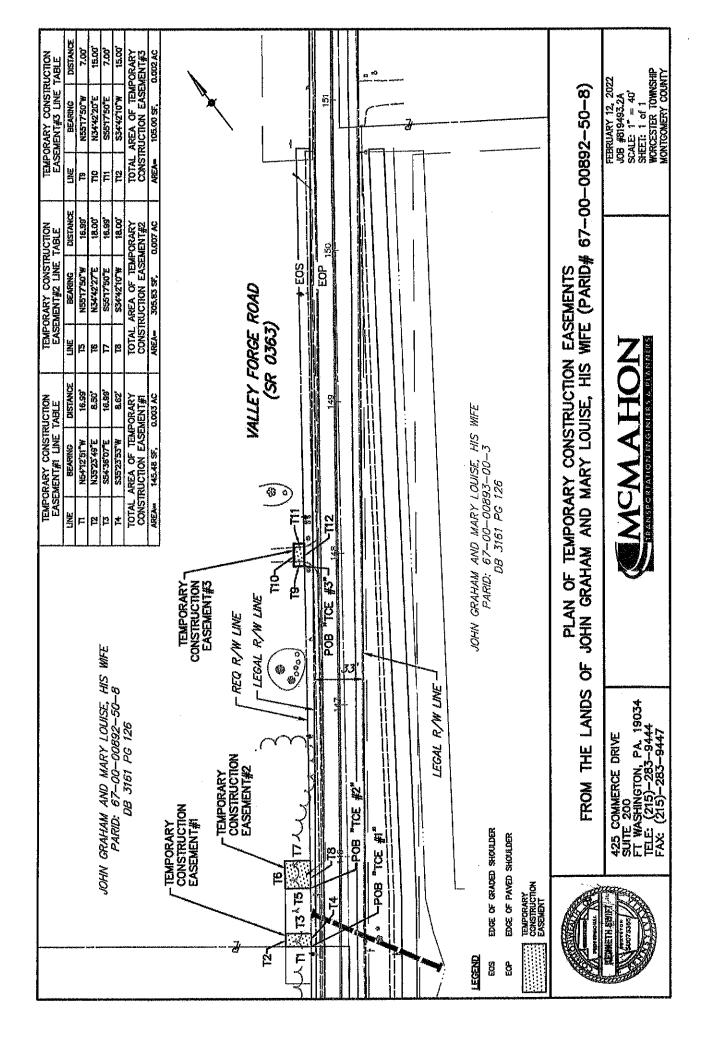


EXHIBIT B LEGAL DESCRIPTIONS

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort WashIngton, PA 19034 P. 215.283,9444 mcmahonassociates.com

February 12, 2022

DESCRIPTION OF REQUIRED TEMPORARY CONSTRUCTION EASEMENTS OVER LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID #67-00-00892-50-8)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of May 1961, in Deed Book 3161 Page 126 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENTS FROM THE LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID# 67-00-00892-50-8)" dated February 12, 2022, as follows to wit;

REQUIRED TEMPORARY CONSTRUCTION EASEMENT #1

Beginning at a point of intersection of the westerly required Right-of-Way line of Valley Forge Road (SR 0363) with the southwesterly property line of lands of John Graham and Mary Louise, his wife; extending thence the following courses:

1) Along the southwesterly property line of lands of John Graham and Mary Louise, his wife, North 54 degrees 12 minutes 51 seconds West, a distance of 16.99 feet to a point.

Thence, through portions of lands of John Graham and Mary Louise, his wife, the following two courses:

- 2) North 35 degrees 23 minutes 49 seconds East, a distance of 8.50 feet to a point.
- 3) Thence, South 54 degrees 36 minutes 07 seconds East, a distance of 16.99 feet to a point in the westerly required Right-of-Way line of Valley Forge Road.
- 4) Thence, along the westerly required Right-of-Way line of Valley Forge Road, South 35 degrees 23 minutes 53 seconds West, a distance of 8.62 feet to the point and place of beginning.

Containing 145.48 square feet, or 0.003 acres.

REQUIRED TEMPORARY CONSTRUCTION EASEMENT #2

Beginning at a point in westerly required Right-of-Way line of Valley Forge Road (SR 0363), said point being located the following two courses from the intersection of the westerly required Right-of-Way line of Valley Forge Road with the southwesterly property line of lands of John Graham and Mary Louise, his wife:

- 1) Along the westerly required Right-of-Way line of Valley Forge Road, North 35 degrees 23 minutes 53 seconds East, a distance of 29.78 feet to a point.
- 2) Thence continuing along the same, North 34 degrees 42 minutes 10 seconds East, a distance of 8.54 feet to a point.

Thence from said point of beginning through portions of lands of John Graham and Mary Louise, his wife, the following three courses:

- 1) North 55 degrees 17 minutes 50 seconds West, a distance of 16.99 feet to a point.
- 2) Thence, North 34 degrees 42 minutes 27 seconds East, a distance of 18.00 feet to a point.
- 3) Thence, South 55 degrees 17 minutes 50 seconds East, a distance of 16.99 feet to a point in the westerly required Right-of-Way line of Valley Forge Road.
- 4) Thence along the westerly required Right-of-Way line of Valley Forge Road, South 34 degrees 42 minutes 10 seconds West, a distance of 18.00 feet to the point and place of beginning.

Containing 305.83 square feet, or 0.007 acres.

REQUIRED TEMPORARY CONSTRUCTION EASEMENT #3

Beginning at a point in westerly required Right-of-Way line of Valley Forge Road (SR 0363), said point being located the following two courses from the intersection of the westerly required Right-of-Way line of Valley Forge Road with the southwesterly property line of lands of John Graham and Mary Louise, his wife:

- 1) Along the westerly required Right-of-Way line of Valley Forge Road, North 35 degrees 23 minutes 53 seconds East, a distance of 29.78 feet to a point.
- 2) Thence continuing along the same, North 34 degrees 42 minutes 10 seconds East, a distance of 220.54 feet to a point.

Thence from said point of beginning through portions of lands of John Graham and Mary Louise, his wife, the following three courses:

1) North 55 degrees 17 minutes 50 seconds West, a distance of 7.00 feet to a point.

- 2) Thence, North 34 degrees 42 minutes 20 seconds East, a distance of 15.00 feet to a point.
- 3) Thence, South 55 degrees 17 minutes 50 seconds East, a distance of 7.00 feet to a point in the westerly required Right-of-Way line of Valley Forge Road.
- 4) Thence along the westerly required Right-of-Way line of Valley Forge Road, South 34 degrees 42 minutes 10 seconds West, a distance of 15.00 feet to the point and place of beginning.

Containing 105.00 square feet, or 0.002 acres.



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant & Associates, LLC
572 W. Main Street
P.O. Box 26865
Trappe, PA 19426
Phone: 610-489-9199

PREMISES: portion of Valley Forge Road,

Worcester Township,

Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00893-00-3

STORM WATER MANAGEMENT FACILITIES EASEMENT AGREEMENT

of October , 2023, by and between JOHN GRAHAM (deceased) and NANCY S. BICKEL, EXECUTRIX OF THE ESTATE OF MARY LOUISE GRAHAM, of 3019 Stump Hall Road, Collegeville, Montgomery County, Pennsylvania, 19426 (hereinafter referred to as "Grantor") and WORCESTER TOWNSHIP, a municipality located in Montgomery County, Pennsylvania, and having an address of 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490 (hereinafter referred to as "Grantee").

BACKGROUND

A. Grantor is the legal owners of a certain parcel of land located at Valley Forge Road, Collegeville, Worcester Township, Montgomery County, Pennsylvania, 19426, which parcel is more particularly identified as Montgomery County Tax Parcel Number 67-

00-00893-00-3 (the "Grantor Property").

- B. The Grantor Property is depicted on a plan prepared by McMahon Associates, Inc., dated December 27, 2021, a copy of which is attached hereto and identified as Exhibit "A" (the "Plan").
- C. Grantee has requested a 18,632.33 square foot permanent storm water management facilities easement on, over, under and through the Grantor Property ("Storm Water Management Facilities Easement"). The Storm Water Management Facilities Easement is necessary to enable the Grantee to install, maintain, repair or replace certain storm water management facilities and related improvements (hereinafter collectively referred to as the "Improvements") on the Grantor Property.
- D. The portion of the Grantor Property to be used for the Storm Water Management Facilities Easement (the "Easement Area") is more fully described in the legal description attached hereto as Exhibit "B."
- E. Grantor is willing to grant such easement on, over, under and through the Easement Area on the Grantor Property to Grantee subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- GRANT OF STORM WATER MANAGEMENT FACILITIES 1. **EASEMENT**. Grantor, on behalf of itself and its heirs, personal representatives, successors and assigns, hereby grants to Grantee, employees, its agents, servants, workers, contractors. subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the full, perpetual, uninterrupted, right, right-of-way, privilege and easement on, over, under, across and through the Easement Area on the Grantor Property, as depicted on the Plan attached hereto as Exhibit "A" and as more particularly described in the legal description attached hereto as Exhibit "B," installation, access, for the purposes of the use, operation, maintenance, repair, and replacement of the Improvements located, or to be located, within the Easement Area, and located, or to be located, on adjoining properties in accordance with the Plan. Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Easement Area in order to install, operate, inspect and perform maintenance and repairs to the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties; (b) to replace all or any portion of the Improvements; and (c) to perform excavation, grading or other work necessary in connection with the foregoing. Grantee shall provide the Grantor reasonable notice prior to its exercise of the rights provided in this Storm Water Management Facilities Easement.
 - 2. WORK WITHIN THE EASEMENT AREA. All work to be

performed on and access to or through the Grantor Property by Grantee pursuant to this Agreement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.

- any work related to the installation, maintenance, repair or replacement of the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties by Grantee or its employees, agents or contractors, the Grantee shall restore the portions of the Grantor Property affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject however, to the construction and modification of the Improvements as contemplated on the Plan.
- 4. MAINTENANCE OBLIGATION. Grantor, on behalf of itself and its heirs, personal representatives, successors and assigns, hereby agrees that Grantor, at its sole expense, shall be responsible for the maintenance of the surface of the Easement Area. Grantee shall be responsible, at its sole expense, for the maintenance of the Improvements located within the Easement Area.
- 5. **RESERVATIONS TO GRANTOR.** Except to the extent inconsistent with the easements granted to Grantee hereunder, and the other rights and obligations granted herein, Grantor, its heirs, personal representatives, successors and assigns, shall

have the right to use and enjoy all areas of the Grantor Property including the Easement Area.

- 6. **RESTRICTIONS ON GRANTOR'S USE.** Grantor agrees for itself, its contractors, employees and invitees, and their heirs, successors and assigns:
- a. That it will not do or fail to do anything which would unreasonably interfere with Grantee's use of the Easement Area;
- b. That it will not erect any building, barrier, fence or other structure or improvement within the Easement Area;
- c. That it will not plant any new trees or other plant life which could interfere with the Improvements within the Easement Area; and
- d. That it will not modify the grade of all or any portion of the Easement Area.

7. GENERAL PROVISIONS.

a. **Entire Agreement**. The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended

or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their heirs, personal representatives, successors or assigns. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

- b. <u>Controlling Law</u>. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- c. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- d. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.
- e. <u>Headings</u>. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

- f. Recording. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, at the sole expense of Grantee.
- g. <u>Obligations to Run With the Land</u>. The covenants, restrictions and obligations of this Agreement shall be perpetual, and shall be deemed covenants running with the Grantor Property.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

GRANTORS:

	ESTATE OF MARY LOUISE GRAHAM
10/14/23 Date	By: Mancy S. Bickel, Executrix
	CDANIER.
	GRANTEE: WORCESTER TOWNSHIP
	By: Mlhl
Date	Richard DeLello, Chairperson Board of Supervisors
	Attest:
Date	Sean Halbom, MPA
	Secretary

COMMONWEALTH OF PENNSYLVANIA

58

COUNTY OF MONTGOMERY

on this, the /6 day of of officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared NANCY S. BICKEL, Executrix of the Estate of Mary Louise Graham, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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

Member. Pennsylvania Association of Notaries

Notary Public

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the day of Octoo , 2023, before me, the undersigned officer, personally appeared RICHARD DELELLO, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

Exhibit A

PLAN

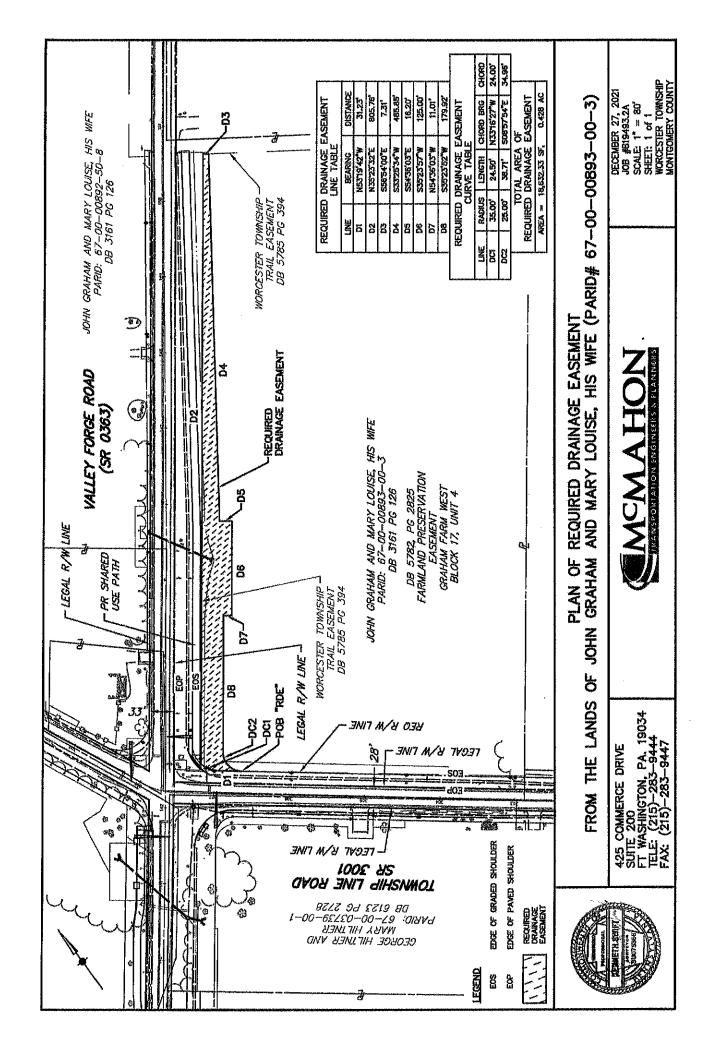


Exhibit B

STORM WATER MANAGEMENT FACILITIES EASEMENT AREA LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 5, 2022

DESCRIPTION OF REQUIRED DRAINAGE EASEMENT FROM LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID #67-00-00893-00-3)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of May 1961, in Deed Book 3161 Page 126 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED DRAINAGE EASEMENT FROM THE LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID# 67-00-00893-00-3)" dated December 27, 2021, as follows to wit;

Beginning at a point in the northeasterly required right-of-way line of Township Line Road (SR 3001) said point being distant 376.01 feet from the intersection of the northeasterly required right-of-way line of Township Line Road with the southeasterly property line of lands of John Graham and Mary Louise, his wife, on a course bearing North 53 degrees 19 minutes 42 seconds West, extending thence the following courses:

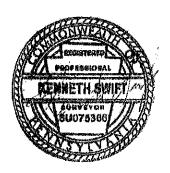
- 1) Along the northeasterly required right-of-way line of Township Line Road, North 53 degrees 19 minutes 42 seconds West, a distance of 31.23 feet to a point.
- 2) Thence, on a curve to the right having a radius of 35.00 feet, an arc length of 24.50 feet, a central angle of 40 degrees 06 minutes 25 seconds, and being subtended by a chord bearing North 33 degrees 16 minutes 27 seconds West, a chord distance of 24.00 feet.
- 3) Thence, along the easterly required right-of-way line of Valley Forge Road (SR 0363), North 35 degrees 23 minutes 32 seconds East, a distance of 805.76 feet to a point.

Thence, through portions of lands of John Graham and Mary Louise, his wife, the following seven courses:

- 4) Thence, South 56 degrees 54 minutes 00 seconds East, a distance of 7.31 fee to a point.
- 5) Thence, South 33 degrees 25 minutes 34 seconds West, a distance of 485.85 feet to a point.
- Thence, South 54 degrees 36 minutes 03 seconds East, a distance of 16.20 feet to a point.
- 7) Thence, South 35 degrees 23 minutes 57 seconds West, a distance of 125.00 feet to a point.
- 8) Thence, North 54 degrees 36 minutes 03 seconds West, a distance of 11.01 feet to a point.
- 9) Thence, South 35 degrees 23 minutes 52 seconds West, a distance of 179.92 feet to a point on a curve.

10) On a curve to the left having a radius of 25.00 feet, an arc length of 38.71 feet, a central angle of 88 degrees 43 minutes 00 seconds, and being subtended by a chord bearing South 08 degrees 57 minutes 54 seconds East, a chord distance of 34.96 feet to the point and place of beginning.

Containing 18,632.33 square feet, or 0.428 acres.



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant & Associates, LLC
572 W. Main Street
P.O. Box 26865
Trappe, PA 19426
Phone: 610-489-9199

PREMISES: portion of 1515 Valley Forge Road,

Worcester Township,

Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00892-50-8

STORM WATER MANAGEMENT FACILITIES EASEMENT AGREEMENT

BACKGROUND

A. Grantor is the legal owner of a certain parcel of land located at 1515 Valley Forge Road, Collegeville, Worcester Township, Montgomery County, Pennsylvania, 19426, which parcel is more particularly identified as Montgomery County Tax Parcel Number 67-

00-00892-50-8 (the "Grantor Property").

- B. The Grantor Property is depicted on a plan prepared by McMahon Associates, Inc., dated December 17, 2021, a copy of which is attached hereto and identified as Exhibit "A" (the "Plan").
- C. Grantee has requested a 159.89 square foot permanent storm water management facilities easement on, over, under and through the Grantor Property ("Storm Water Management Facilities Easement"). The Storm Water Management Facilities Easement is necessary to enable the Grantee to install, maintain, repair or replace certain storm water management facilities and related improvements (hereinafter collectively referred to as the "Improvements") on the Grantor Property.
- D. The portion of the Grantor Property to be used for the Storm Water Management Facilities Easement (the "Easement Area") is more fully described in the legal description attached hereto as Exhibit "B."
- E. Grantor is willing to grant such easement on, over, under and through the Easement Area on the Grantor Property to Grantee subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. GRANT OF STORM WATER MANAGEMENT FACILITIES EASEMENT. Grantor, on behalf of itself and its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its employees, agents, servants, workers, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the full, perpetual, uninterrupted, right, right-of-way, privilege and easement on, over, under, across and through the Easement Area on the Grantor Property, as depicted on the Plan attached hereto as Exhibit "A" and as more particularly described in the legal description attached hereto as Exhibit "B," for purposes of the installation, access, use, maintenance, repair, and replacement of the Improvements located, or to be located, within the Easement Area, and located, or to be located, on adjoining properties in accordance with the Plan. Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Easement Area in order to install, operate, inspect and perform maintenance and repairs to the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties; (b) to replace all or any portion of the Improvements; and (c) to perform excavation, grading or other work necessary in connection with the foregoing. Grantee shall provide the Grantor reasonable notice prior to its exercise of the rights provided in this Storm Water Management Facilities Easement.
 - 2. WORK WITHIN THE EASEMENT AREA. All work to be

performed on and access to or through the Grantor Property by Grantee pursuant to this Agreement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.

- any work related to the installation, maintenance, repair or replacement of the Improvements on the Grantor Property and, if applicable, any related storm water management facilities on adjoining and adjacent properties by Grantee or its employees, agents or contractors, the Grantee shall restore the portions of the Grantor Property affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject however, to the construction and modification of the Improvements as contemplated on the Plan.
- 4. MAINTENANCE OBLIGATION. Grantor, on behalf of itself and its heirs, personal representatives, successors and assigns, hereby agrees that Grantor, at its sole expense, shall be responsible for the maintenance of the surface of the Easement Area. Grantee shall be responsible, at its sole expense, for the maintenance of the Improvements located within the Easement Area.
- 5. **RESERVATIONS TO GRANTOR.** Except to the extent inconsistent with the easements granted to Grantee hereunder, and the other rights and obligations granted herein, Grantor, its heirs, personal representatives, successors and assigns, shall

have the right to use and enjoy all areas of the Grantor Property including the Easement Area.

- 6. **RESTRICTIONS ON GRANTOR'S USE.** Grantor agrees for itself, its contractors, employees and invitees, and their heirs, successors and assigns:
- a. That it will not do or fail to do anything which would unreasonably interfere with Grantee's use of the Easement Area;
- b. That it will not erect any building, barrier, fence or other structure or improvement within the Easement Area;
- c. That it will not plant any new trees or other plant life which could interfere with the Improvements within the Easement Area; and
- d. That it will not modify the grade of all or any portion of the Easement Area.

7. GENERAL PROVISIONS.

this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended

or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their heirs, personal representatives, successors or assigns. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

- b. <u>Controlling Law</u>. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- c. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- d. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.
- e. <u>Headings</u>. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

- f. Recording. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, at the sole expense of Grantee.
- g. <u>Obligations to Run With the Land</u>. The covenants, restrictions and obligations of this Agreement shall be perpetual, and shall be deemed covenants running with the Grantor Property.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

GRANTORS:

ESTATE OF MARY LOUISE GRAHAM
By: Mancy S. Buckel
Mancy S. Bickel, Executrix
GRANTEE:
WORCESTER TOWNSHIP
By:
Richard DeLello, Chairperson
Board of Supervisors
Attest:
Sean Halbom, MPA
Secretary

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

on this, the 16 day of October , 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared NANCY S. BICKEL, Executrix of the Estate of Mary Louise Graham, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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

Member, Pennsylvania Association of Notaries

Notary Public

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the day of Oction, 2023, before me, the undersigned officer, personally appeared RICHARD DeLELLO, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

Exhibit A

PLAN

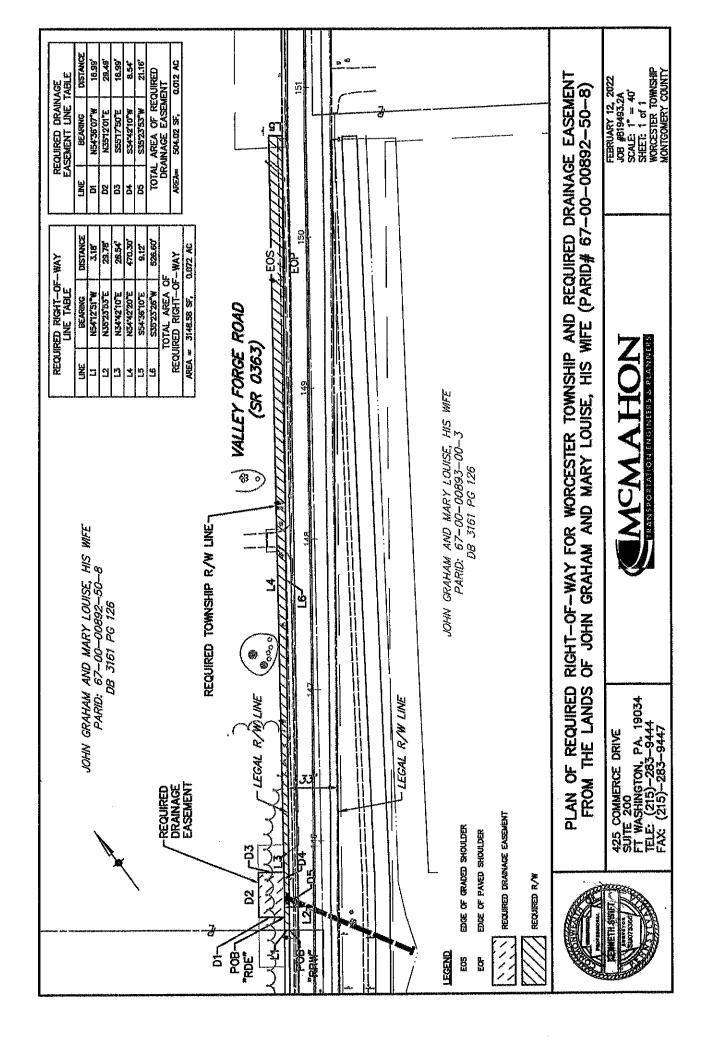


Exhibit B

STORM WATER MANAGEMENT FACILITIES EASEMENT AREA LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates,com

February 12, 2022

DESCRIPTION OF REQUIRED DRAINAGE EASEMENT OVER LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID #67-00-00892-50-8)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of May 1961, in Deed Book 3161 Page 126 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP AND REQUIRED DRAINAGE EASEMENT FROM THE LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID# 67-00-00892-50-8)" dated February 12, 2022, as follows to wit;

Beginning at a point in the westerly required Right-of-Way line of Valley Forge Road (SR 0363), said point being distant 8.62 feet from the intersection of the westerly required Right-of-Way line of Valley Forge Road with the southwesterly property line of lands of John Graham and Mary Louise, his wife, on a course bearing North 35 degrees 23 minutes 53 second East; extending thence the following courses:

Through portions of lands of John Graham and Mary Louise Graham the following three courses:

- 1) North 54 degrees 36 minutes 07 seconds West, a distance of 16.99 feet to a point.
- 2) Thence, North 35 degrees 12 minutes 01 seconds East, a distance of 29.49 feet to a point.
- 3) Thence, South 55 degrees 17 minutes 50 seconds East, a distance of 16.99 feet to a point in the westerly required Right-of-Way line of Valley Forge Road.
- 4) Thence, along the westerly required Right-of-Way line of Valley Forge Road, South 34 degrees 42 minutes 10 seconds West, a distance of 8.54 feet to a point.
- 5) Thence, along the same, South 35 degrees 23 minutes 53 seconds West, a distance of 21.16 feet to the point and place of beginning.

Containing 504.02 square feet, or 0.012 acres.

Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant and Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of Valley Forge Road,
Worcester Township,
Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00893-00-3

DEED OF DEDICATION OF STREET RIGHT-OF-WAY

THIS INDENTURE, made this 10th day of October,, 2023, by and between, the JOHN GRAHAM (deceased) and NANCY S.

BICKEL, EXECUTRIX OF THE ESTATE OF MARY LOUISE GRAHAM, of 3019

Stump Hall Road, Collegeville, Pennsylvania, 19426, party of the first part (hereinafter called the "Grantor"); and

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490, party of the second part (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the advantages to it accruing as well as for divers and other considerations affecting the public welfare which they seek to advance, has granted, conveyed,

bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, does grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground being a portion of the ultimate right-of-way associated with Valley Forge Road and Township Line Road, located in Worcester Township, Montgomery County, Pennsylvania, as more fully described and attached hereto as Exhibit "A", and incorporated herein as though more fully set forth at length, specifically excepting therefrom any and all materials, lines, wires, pipes, connections, laterals or other facilities of any inground utility or right-of-way associated therewith, owned by or within the control of any municipal, state, or federal agency or any individual, corporation or entity other than Worcester Township.

the ultimate right-of-way as described in the legal description attached as Exhibit "A" and depicted on the plan attached as Exhibit "B," both made a part hereof, unto the said Grantee, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, as long as used for a public thoroughfare and a street and for no other purpose and use whatsoever and to the same extent and with the same effect as if the said public street had been opened by Decree of Court, after proceedings duly had for that purpose under and in pursuance of the statutes of the Commonwealth of Pennsylvania.

AND, the said Grantor, for itself, its heirs, administrators, successors and assigns, by these presents, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its heirs, administrators, successors and assigns, shall or will, at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading, maintenance, relocation, repair or replacement of the said public street and that neither the said Grantor, nor its heirs, administrators, successors and assigns, shall now or at any time hereafter, ask, demand, recover or receive any damages or compensation by reason of said activities.

AND, the said Grantor, for itself, its heirs, administrators, successors and assigns, does, by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said lot or piece of ground described in Exhibit "A" attached hereto shall be confirmed unto the said Grantee, its successors and assigns, and against it, the said Grantor, its heirs, administrators, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim to same or any part thereof, by, from or under it or them or any of them, shall or will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the date and year first above written, intending to be legally bound hereby.

GRANTOR:

ESTATE OF MARY LOUISE GRAHAM

Ву:

Mancy S Bickel, Execut

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the /6 day of October ___, 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared NANCY S. BICKEL, Executrix of the Estate of Mary Louise Graham, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal Mary Ann Murray, Notary Public Montgomery County My commission expires November 17, 2024

Commission number 1387448

Member, Pennsylvania Association of Notaries

Exhibit "A" Legal Description

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Sulte 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 5, 2022

DESCRIPTION OF REQUIRED RIGHT-OF-WAY FROM LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID #67-00-00893-00-3)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of May 1961, in Deed Book 3161 Page 126 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP FROM THE LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID# 67-00-00893-00-3)" dated December 27, 2021, as follows to wit;

Beginning at a point in the easterly legal right-of-way line of Valley Forge Road (SR 0363), said point being distant 16.60 feet from the intersection of the easterly legal right-of-way line of Valley Forge Road with the northeasterly property line of lands of John Graham and Mary Louise, his wife, on a course bearing South 35 degrees 23 minutes 26 seconds West; extending thence the following courses:

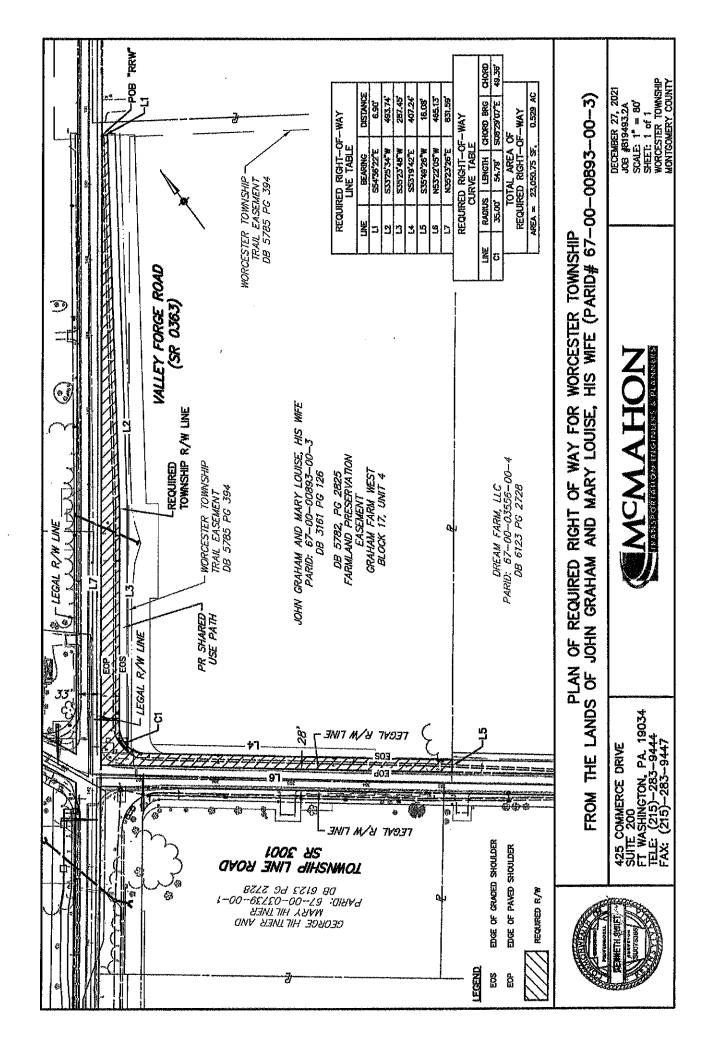
Through portions of lands of John Graham and Mary Louise, his wife, the following six courses:

- 1) South 54 degrees 36 minutes 22 seconds East, a distance of 6.90 feet to a point.
- 2) Thence, South 33 degrees 25 minutes 34 seconds West, a distance of 493.74 feet to a point.
- 3) Thence, South 35 degrees 23 minutes 48 seconds West, a distance of 287.45 feet to a point on a
- 4) Thence, on a curve to the left having a radius of 35.00 feet, an arc length of 54.79 feet, a central angle 89 degrees 41 minutes 33 seconds, and being subtended by a chord bearing South 08 degrees 29 minutes 07 seconds East, a chord distance of 49.36 feet to a point.
- 5) Thence, South 53 degrees 19 minutes 42 seconds East, a distance of 407.24 feet to a point.
- 6) Thence, South 35 degrees 49 minutes 26 minutes West, a distance of 16.08 feet to a point in the northeasterly legal right-of-way line of Township Line Road (SR 3001).
- 7) Thence, along the northeasterly legal right-of-way line of Township Line Road, North 53 degrees 22 minutes 05 seconds West, a distance of 465.13 feet to a point.
- 8) Thence, along the easterly legal right-of-way line of Valley Forge Road, North 35 degrees 23 minutes 26 seconds East, a distance of 831.59 feet to the point and place of beginning.

Containing 23,050.75 square feet, or 0.529 acres.



Exhibit "B" Plan



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant and Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 1515 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00892-50-8

DEED OF DEDICATION OF STREET RIGHT-OF-WAY

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490, party of the second part (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the advantages to it accruing as well as for divers and other considerations affecting the public

welfare which they seek to advance, has granted, conveyed, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, does grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground being a portion of the ultimate right-of-way associated with Valley Forge Road, located in Worcester Township, Montgomery County, Pennsylvania, as more fully described and attached hereto as Exhibit "A", and incorporated herein as though more fully set forth at length, specifically excepting therefrom any and all materials, lines, wires, pipes, connections, laterals or other facilities of any inground utility or right-of-way associated therewith, owned by or within the control of any municipal, state, or federal agency or any individual, corporation or entity other than Worcester Township.

TO HAVE AND TO HOLD, the said lot or piece of ground being the ultimate right-of-way as described in the legal description attached as Exhibit "A" and depicted on the plan attached as Exhibit "B," both made a part hereof, unto the said Grantee, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, as long as used for a public thoroughfare and a street and for no other purpose and use whatsoever and to the same extent and with the same effect as if the said public street had been opened by Decree of Court, after proceedings duly had for that purpose under and in pursuance of the statutes of the Commonwealth of Pennsylvania.

AND, the said Grantor, for itself, its heirs, administrators, successors and assigns, by these presents, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its heirs, administrators, successors and assigns, shall or will, at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading, maintenance, relocation, repair or replacement of the said public street and that neither the said Grantor, nor its heirs, administrators, successors and assigns, shall now or at any time hereafter, ask, demand, recover or receive any damages or compensation by reason of said activities.

AND, the said Grantor, for itself, its heirs, administrators, successors and assigns, does, by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said lot or piece of ground described in Exhibit "A" attached hereto shall be confirmed unto the said Grantee, its successors and assigns, and against it, the said Grantor, its heirs, administrators, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim to same or any part thereof, by, from or under it or them or any of them, shall or will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the date and year first above written, intending to be legally bound hereby.

GRANTOR:

ESTATE OF MARY LOUISE GRAHAM

Ву:

Nancy S. Bickel, Executri

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this, the 6 day of October, 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared NANCY S. BICKEL, Executrix of the Estate of Mary Louise Graham, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Mung

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

Member, Pennsylvania Association of Noteries

Exhibit "A" Legal Description

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

February 12, 2022

DESCRIPTION OF REQUIRED RIGHT-OF-WAY FROM LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID #67-00-00892-50-8)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of May 1961, in Deed Book 3161 Page 126 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP AND REQUIRED DRAINAGE EASEMENT FROM THE LANDS OF JOHN GRAHAM AND MARY LOUISE, HIS WIFE (PARID# 67-00-00892-50-8)" dated February 12, 2022, as follows to wit;

Beginning at a point of intersection of the westerly legal Right-of-Way line of Valley Forge Road (SR 0363) with the southwesterly property line of lands of John Graham and Mary Louise, his wife; extending thence the following courses:

1) Along the westerly property line of lands of John Graham and Mary Louise, his wife, North 54 degrees 12 minutes 51 seconds West, a distance of 3.18 feet to a point.

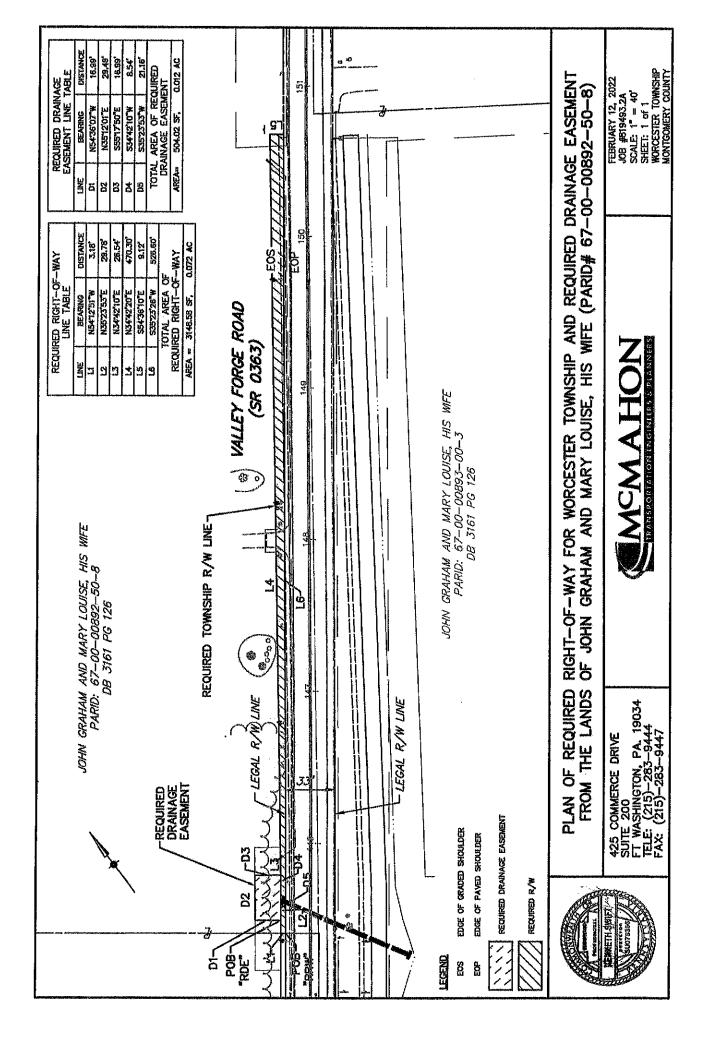
Thence, through lands of John Graham and Mary Louise, his wife, the following four courses:

- 2) North 35 degrees 23 minutes 53 seconds East, a distance of 29.78 feet to a point.
- 3) Thence, North 34 degrees 42 minutes 10 seconds East, a distance of 26.54 feet to a point.
- 4) Thence, North 34 degrees 42 minutes 20 seconds East, a distance of 470.30 feet to a point.
- 5) Thence, South 54 degrees 36 minutes 10 seconds East, a distance of 9.12 feet to a point in the westerly legal Right-of-Way line of Valley Forge Road.
- 6) Thence, along the westerly legal Right-of-Way line of Valley Forge Road, South 35 degrees 23 minutes 26 seconds West, a distance of 526.60 feet to the point and place of beginning.

Containing 3148.58 square feet, or 0.072 acres.



Exhibit "B" Plan



Prepared by and return to:
Wendy Feiss McKenna, Esquire
Robert L. Brant & Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 3019 Stump Hall Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-03551-01-8

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS INDENTURE, made this _______ day of _______, 2023, between PHILLIP V. BICKEL (deceased) and NANCY SUE BICKEL, of 3019 Stump Hall Road, Collegeville, Pennsylvania, 19426 (hereinafter called the "Grantor"), of the one part;

AND

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Worcester Township, Pennsylvania, 19490 (hereinafter called the "Grantee"), of the other part.

WITNESSETH:

The said Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration unto her

well and truly paid by the said Grantee, and intending to be legally bound, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, conveyed, bargained, sold, released and confirmed, and by these presents does grant, convey, bargain, sell and release and confirm unto the said Grantee, its successors and assigns, a Temporary Construction and Access Easement, as hereinafter defined, extending over that certain strip of land more fully described on a plan prepared by McMahon Associates, Inc., a copy of which is attached hereto as Exhibit "A."

- 1. The affected property is identified as part of Tax Parcel No. 67-00-03551-01-8.
- 2. The legal description of the easement area, as prepared by McMahon Associates, Inc., is attached hereto as Exhibit "B."
- 3. For the purpose of the Indenture, the term "Temporary Construction and Access Easement" shall mean the full, free, unlimited and unrestricted right, liberty, privilege and easement to enter upon and use the land affected by such easement, for the purpose of providing ingress and egress for workmen and vehicular traffic, delivery of construction materials, grading adjustments within the right-of-way, grading adjustments on the land immediately adjacent to the right-of-way, and any other purpose necessary for construction in accordance with Grantee's plans until the Valley Forge Road Corridor Improvements Project is

complete, together with the right to do whatever may be required for the enjoyment of said easement, including the right of ingress and egress to and from, over, under, and through the land affected by such easement for the purposes as hereinbefore set forth, provided, however, that the Grantee of such easement, its successors and assigns, agents, servants, or employees, shall restore the land constituting the easement as reasonably possible to its pre-existing condition.

hereditaments hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, and the said Grantor, for herself and her successors and assigns, does hereby covenant, promise and agree to and with the Grantee, its successors and assigns, by these presents, that she, the said Grantor, and her successors and assigns, all and singular, the rights, easements and hereditaments hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors and assigns, against her, the said Grantor, and her successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and defend.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed the day and year first above written.

GRANTOR:

GRANTEE:

WORCESTER TOWNSHIP

By:

Richard DeLello, Chairperson

Board of Supervisors

Attest:

Sean Halbom, MPA

Secretary

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

DNTY OF MONTGOMERY

on this, the 16 day of October, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared NANCY SUE BICKEL, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Member, Pennsylvania Association of Notaries

May an Mury
Notary Public

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On the SM day of October, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared RICHARD DeLELLO, who acknowledged himself to be the Chairperson of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public

Montgomery County
My commission expires April 14, 2024
Commission number 1297600

Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAN

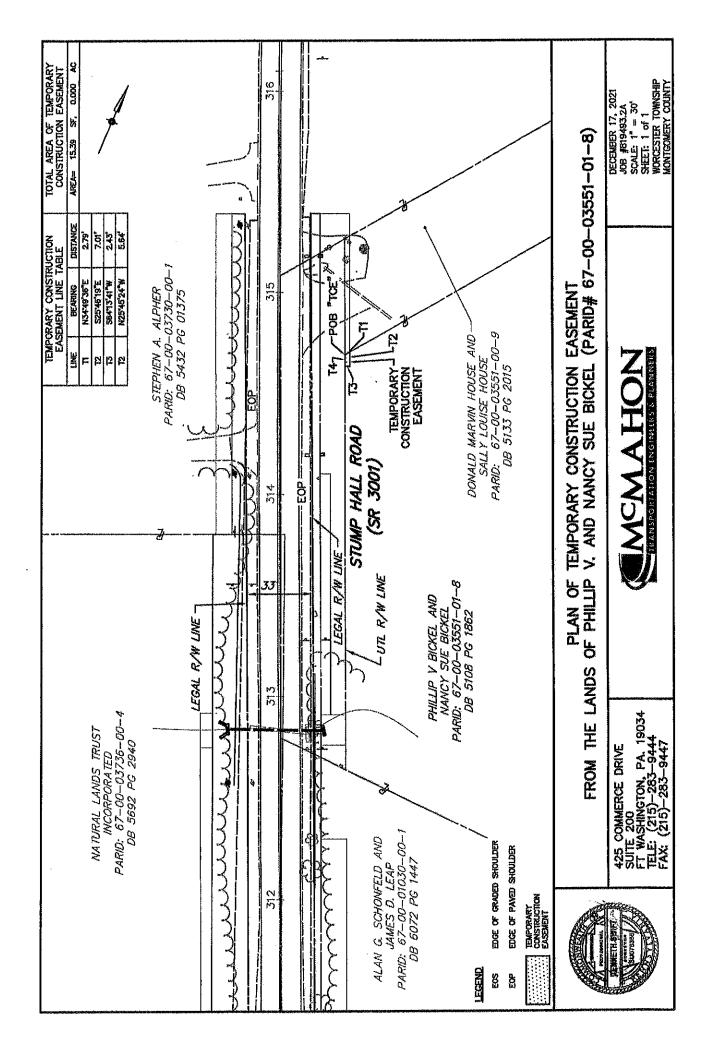


EXHIBIT B

LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 5, 2022

DESCRIPTION OF REQUIRED TEMPORARY CONSTRUCTION EASEMENT OVER LANDS OF PHILLIP V. BICKEL AND NANCY SUE BICKEL (PARID #67-00-03551-01-8)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 23rd day of March 1995, in Deed Book 5108 Page 1862 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENT FROM THE LANDS OF PHILLIP V. AND NANCY SUE BICKEL (PARID# 67-00-03551-00-8)" dated December 17, 2021, as follows to wit;

Beginning at a point of intersection of the easterly ultimate right-of-way line of Stump Hall Road with the northerly property line of lands of Phillip V. Bickel and Nancy Sue Bickel; extending thence the following courses:

1) Along the northerly property line of lands of Phillip V. Bickel and Nancy Sue Bickel, North 34 degrees 49 minutes 36 seconds East, a distance of 2.79 feet to a point.

Thence, through portions of lands of Phillip V. Bickel and Nancy Sue Bickel the following two courses:

- 2) South 25 degrees 46 minutes 19 seconds East, a distance of 7.01 feet to a point.
- 3) Thence, South 64 degrees 13 minutes 41 seconds West, a distance of 2.43 feet to a point in the easterly ultimate right-of-way line of Stump Hall Road.
- 4) Thence, along the easterly ultimate right-of-way line of Stump Hall Road, North 25 degrees 45 minutes 24 seconds West, a distance of 5.64 feet to the point and place of beginning.

Containing 15.39 square feet, or 0.000 acres.



Prepared by and return to:
Wendy Feiss McKenna, Esquire
Robert L. Brant & Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 3023 Stump Hall Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-03551-00-9

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

this indenture, made this /6 day of October, 2023, between DONALD MARVIN HOUSE and SALLY LOUISE HOUSE, of 3023 Stump Hall Road, Collegeville, Pennsylvania, 19426 (hereinafter called the "Grantors"), of the one part;

AND

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Worcester Township, Pennsylvania, 19490 (hereinafter called the "Grantee"), of the other part.

WITNESSETH:

The said Grantors, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration unto

them well and truly paid by the said Grantee, and intending to be legally bound, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, conveyed, bargained, sold, released and confirmed, and by these presents do grant, convey, bargain, sell and release and confirm unto the said Grantee, its successors and assigns, a Temporary Construction and Access Easement, as hereinafter defined, extending over that certain strip of land more fully described on a plan prepared by McMahon Associates, Inc., a copy of which is attached hereto as Exhibit "A."

- 1. The affected property is identified as part of Tax Parcel No. 67-00-03551-00-9.
- 2. The legal description of the easement area, as prepared by McMahon Associates, Inc., is attached hereto as Exhibit "B."
- 3. For the purpose of the Indenture, the term "Temporary Construction and Access Easement" shall mean the full, free, unlimited and unrestricted right, liberty, privilege and easement to enter upon and use the land affected by such easement, for the purpose of providing ingress and egress for workmen and vehicular traffic, delivery of construction materials, grading adjustments within the right-of-way, grading adjustments on the land immediately adjacent to the right-of-way, and any other purpose necessary for construction in accordance with Grantee's plans until the Valley Forge Road Corridor Improvements Project is

complete, together with the right to do whatever may be required for the enjoyment of said easement, including the right of ingress and egress to and from, over, under, and through the land affected by such easement for the purposes as hereinbefore set forth, provided, however, that the Grantees of such easement, its successors and assigns, agents, servants, or employees, shall restore the land constituting the easement as reasonably possible to its pre-existing condition.

TO HAVE AND TO HOLD the said rights of easement and hereditaments hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, and the said Grantors, for themselves and their successors and assigns, do hereby covenant, promise and agree to and with the Grantee, its successors and assigns, by these presents, that they, the said Grantors, and their successors and assigns, all and singular, the rights, easements and hereditaments hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors and assigns, against them, the said Grantors, and their successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and defend.

IN WITNESS WHEREOF, the said Grantors have caused this Indenture to be executed the day and year first above written.

GRANTORS:

Donald Marvin House

Sally Louise House

GRANTEE:

WORCESTER TOWNSHIP

Ву:

Richard DeLello, Chairperson

Board of Supervisors

Attest: -

Sean Halbom, MPA

Secretary

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

on this, the day of <u>October</u>, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared **DONALD MARVIN HOUSE**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Member, Pennsylvania Association of Notaries

May CMury Notary Public

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On this, the day of Schober, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared SALLY LOUISE HOUSE, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Member, Pennsylvania Association of Notaries

May CMuy Notary Public COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Nicole Quagliariello, Notary Public Montgomery County My commission expires April 14, 2024 Commission number 1297600

Member, Pennsylvania Association of Notaries

EXHIBIT A

PLAN

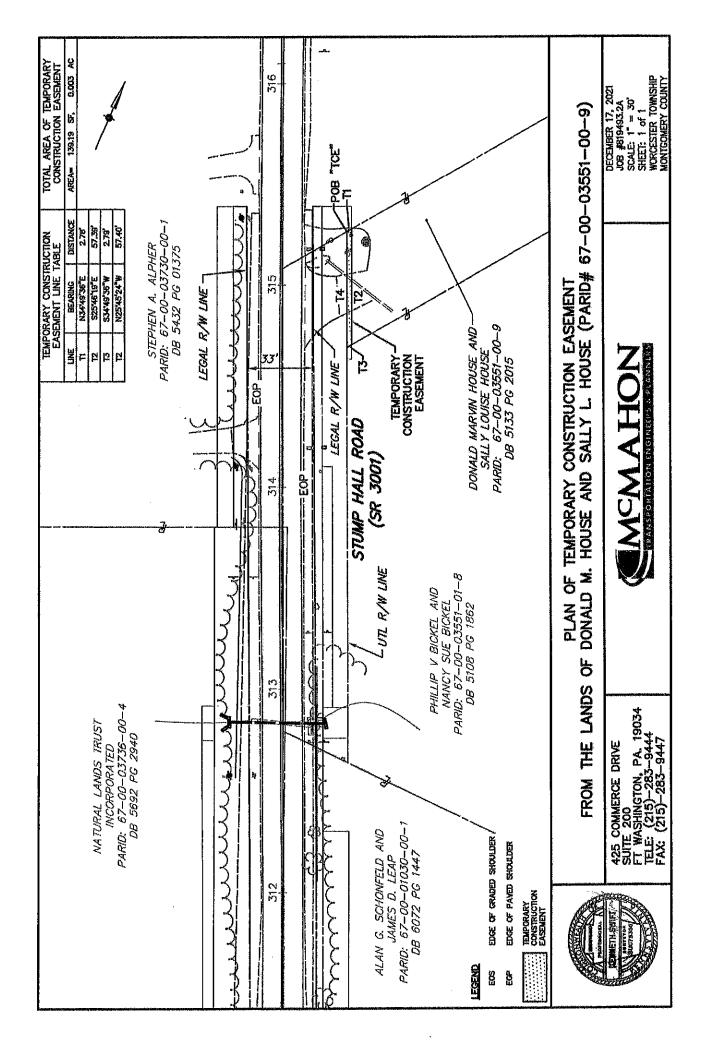


EXHIBIT B

LEGAL DESCRIPTION

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Sulte 200 Fort Washington, PA 19034 P. 215.283.9444 mcmahonassociates.com

January 5, 2022

DESCRIPTION OF REQUIRED TEMPORARY CONSTRUCTION EASEMENT OVER LANDS OF DONALD MARVIN HOUSE AND SALLY LOUISE HOUSE (PARID #67-00-03551-00-9

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 1st day of December 1995, in Deed Book 5133 Page 2015 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENT FROM THE LANDS OF DONALD M. HOUSE AND SALLY L. HOUSE (PARID# 67-00-03551-00-9)" dated December 17, 2021, as follows to wit;

Beginning at a point of intersection of the easterly ultimate right-of-way line of Stump Hall Road with the northerly property line of lands of Donald Marvin House and Sally Louise House; extending thence the following courses:

- 1) Along the northerly property line of lands of Donald Marvin House and Sally Louise House, North 34 degrees 49 minutes 36 seconds East, a distance of 2.78 feet to a point.
- 2) Thence, through portions of lands of Donald Marvin House and Sally Louise House, South 25 degrees 46 minutes 19 seconds East, a distance of 57.39 feet to a point in the northerly property line of lands of Phillip V. Bickel and Nancy Sue Bickel.
- 3) Thence, along the northerly property line of lands of Phillip V. Bickel and Nancy Sue Bickel, South 34 degrees 49 minutes 36 seconds West, a distance of 2.79 feet to a point in the easterly ultimate right-of-way line of Stump Hall Road.
- 4) Thence, along the easterly ultimate right-of-way line of Stump Hall Road, North 25 degrees 45 minutes 24 seconds west, a distance of 57.40 feet to the point and place of beginning.

Containing 139.19 square feet, or 0.003 acres.



Prepared by and return to:
Robert L. Brant, Esquire
Robert L. Brant and Associates, LLC
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PREMISES: portion of 1428 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania

PART OF PARCEL NO.: 67-00-00892-00-4

DEED OF DEDICATION OF STREET RIGHT-OF-WAY

WORCESTER TOWNSHIP, a Pennsylvania Second Class Township, with offices at 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania, 19490, party of the second part (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the advantages to it accruing as well as for divers and other considerations affecting the public welfare which she seeks to advance, has granted, conveyed,

bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, does grant, convey, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground being a portion of the ultimate right-of-way associated with Valley Forge Road, located in Worcester Township, Montgomery County, Pennsylvania, as more fully described and attached hereto as Exhibit "A", and incorporated herein as though more fully set forth at length, specifically excepting therefrom any and all materials, lines, wires, pipes, connections, laterals or other facilities of any inground utility or right-of-way associated therewith, owned by or within the control of any municipal, state, or federal agency or any individual, corporation or entity other than Worcester Township.

the ultimate right-of-way as described in the legal description attached as Exhibit "A" and depicted on the plan attached as Exhibit "B," both made a part hereof, unto the said Grantee, to and for the only proper use and behoove of the said Grantee, its successors and assigns forever, as long as used for a public thoroughfare and a street and for no other purpose and use whatsoever and to the same extent and with the same effect as if the said public street had been opened by Decree of Court, after proceedings duly had for that purpose under and in pursuance of the statutes of the Commonwealth of Pennsylvania.

AND, the said Grantor, for herself, her administrators, successors and assigns, by these presents, covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor nor her heirs, administrators, successors and assigns, shall or will, at any time hereafter, ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading, maintenance, relocation, repair or replacement of the said public street and that neither the said Grantor, nor her heirs, administrators, successors and assigns, shall now or at any time hereafter, ask, demand, recover or receive any damages or compensation by reason of said activities.

AND, the said Grantor, for herself, her heirs. administrators, successors and assigns, does, by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said lot or piece of ground described in Exhibit "A" attached hereto shall be confirmed unto the said Grantee, its successors and assigns, and against her, the said Grantor, her heirs, administrators, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim to same or any part thereof, by, from or under it or them or any of them, shall or will warrant and forever defend.

	IN	WITNE	ss v	VHEREC)F',	the :	said	Gr	antor	has	here	unto	set	her
hand	and	seal	the	date	and	yeaı	fir	st	above	writ	ten,	inte	nding	to
be le	egal	ly bot	and l	hereby	y.									

	GRANTOR:
	NANCY M. TUCKEY
	By: Corinne N. Larus, Attorney in Fact
*See Durable Power of Attas Exhibit "C."	orney of Nancy M. Tuckey, attached hereto
COMMONWEALTH OF VIRGINIA	SS
me, the undersigned office of Virginia, personally Fact, who represents that NANCY M. TUCKEY, Corinne be to be the person whose	day of, 2023, before er, a Notary Public for the Commonwealth appeared CORINNE N. LARUS, Attorney in t she is authorized to act on behalf of being known to me or satisfactorily proven name is subscribed to the foregoing diged that she executed the same for the d.
IN WITNESS WHEREOF,	I hereunto set my hand and official seal.
	Notary Public
	woodly emotic

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the date and year first above written, intending to be legally bound hereby.

GRANTOR:

NANCY M. TUCKEY

Monique L. Nester, Attorney in Fact

*See Durable Power of Attorney of Nancy M. Tuckey, attached hereto as Exhibit "C."

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF Montgomery

On this, the <u>17</u> day of <u>October</u>, 2023, before me, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared MONIQUE L. NESTER, Attorney in Fact, who represents that she is authorized to act on behalf of NANCY M. TUCKEY, Monique being known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Mary Ann Murray, Notary Public Montgomery County

My commission expires November 17, 2024 Commission number 1387448

Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, the	said Grantor has hereunto set her
hand and seal the date and ye	ar first above written, intending to
be legally bound hereby.	
	GRANTOR:
	NANCY M. TUCKEY
Бу	
	Desiree M. Birnbrauer, Attorney in Fact
*See Durable Power of Attorney as Exhibit "C."	of Nancy M. Tuckey, attached hereto
COMMONWEALTH OF PENNSYLVANIA	:
COUNTY OF	SS:
On this, the	y of, 2023, before a Notary Public for the Commonwealth appeared DESIREE M. BIRNBRAUER, nts that she is authorized to act on . Desiree being known to me or ne person whose name is subscribed to acknowledged that she executed the

Notary Public

Exhibit "A"

Legal Description

TRANSPORTATION ENGINEERS & PLANNERS



McMahon Associates, Inc. 425 Commerce Drive, Suite 200 Fort Washington, PA 19034 P. 215.283,9444 mcmahonassociates.com

September 7, 2022

DESCRIPTION OF REQUIRED RIGHT-OF-WAY FROM LANDS OF GEORGE R. TUCKEY AND NANCY M. TUCKEY (PARID #67-00-00892-00-4)

All that certain required pieces of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 25th day of August 1961 in Deed Book 3197 Page 204 and recorded at Norristown in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR WORCESTER TOWNSHIP FROM THE LANDS OF GEORGE R. TUCKEY AND NANCY M. TUCKEY (PARID #67-00-00892-00-4)" dated September 7, 2022, as follows to wit;

Beginning at a point of intersection at a common corner between the lands of George R. Tuckey & Nancy M. Tuckey and the lands of Pascual Romero Arias & Sharon Victoria Catagnus with the southeasterly Legal Right of Way of Valley Forge Road (SR 0363), thence the following courses and distances:

- Along the northwesterly title line of George R. Tuckey & Nancy M. Tuckey also being the southeasterly Legal Right of Way of Valley Forge Road (SR 0363), North 36 degrees 06 minutes 10 seconds East, a distance of 173.17 feet.
- 2) Thence along the northeasterly property line of George R. Tuckey & Nancy M. Tuckey, South 52 degrees 09 minutes 52 seconds East, a distance of 23.42 feet to the point.

Thence, through portions of lands of George R. Tuckey & Nancy M. Tuckey the following three courses:

- South 37 degrees 53 minutes 02 seconds West, a distance of 118,53 feet to a point.
- Thence, North 52 degrees 55 minutes 46 seconds West, a distance of 14.00 feet to a point.
- Thence, South 37 degrees 04 minutes 14 seconds West, a distance of 54.38 feet to the point.
- Thence along the southwesterly property line of George R. Tuckey & Nancy M. Tuckey, North 52 degrees 06 minutes 50 seconds West, a distance of 4.81 feet to a point and place of beginning.

Containing 2,845.68 square feet, or 0.065 acres.

Exhibit "B"

Plan

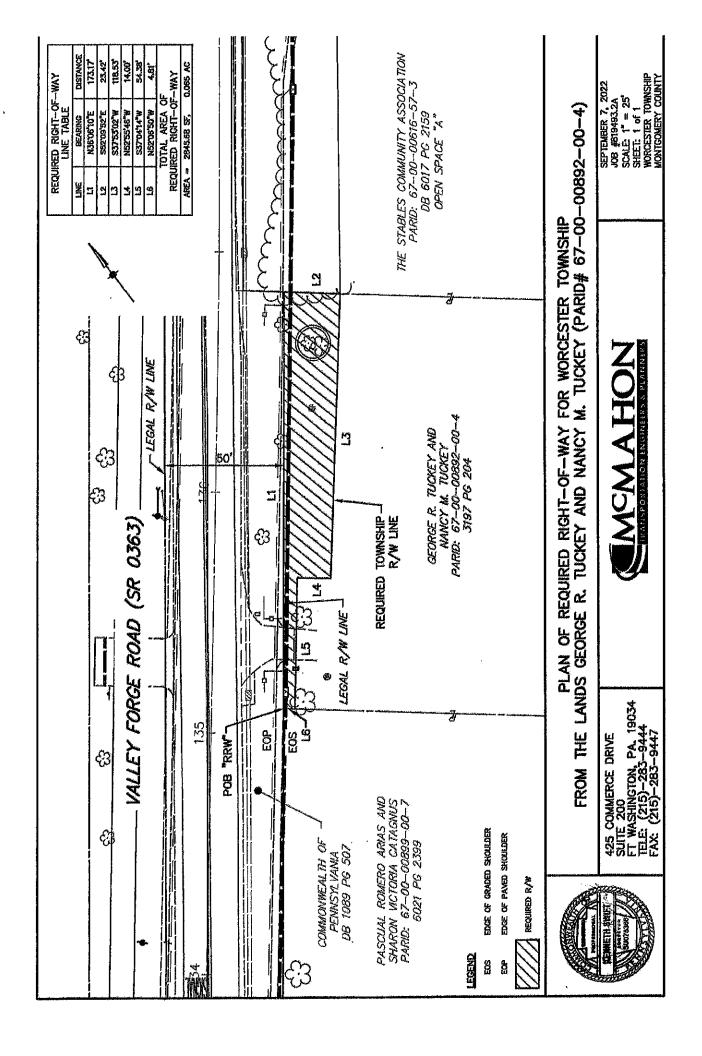


Exhibit "C"

DURABLE POWER OF ATTORNEY OF NANCY M. TUCKEY

-morague

NOTICE

THE PURPOSE OF THIS POWER OF ATTURNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED. YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A GOURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY

THE POWERS AND DUTIES OF AN AGENT UNDER A ROWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA C.S. CH. 56

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

DATE: September <u>()</u>, 2016; <u>()</u> (*UCLY*) (*UCLY*)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, NANCY M. TUCKEY, of 1428 Valley Forge Road, Worcester Township, Montgomery County, Pennsylvania, have made, constituted and appointed, and by these presents, do make, constitute and appoint my daughter, Corinne N. Larus, of 12712 Lakestone Drive, Midlothian, Virginia, my daughter, Monique L. Nester, of 1601 Moyer Road, Telford, Pennsylvania, and my daughter, Desiree M. Birnbrauer, of 1860 Harmonyville Road, Pottstown, Pennsylvania, asting together with majority rule in the event of a dispute, my true and lawful attorney for me and in my name and on my behalf to perform the following powers:

- To engage in banking and financial transactions; two agents must sign checks at all times.
 - 2. To engage in stock, bond and other securities transactions.
 - 3. To engage in tangible personal property transactions.
 - 4. To enter safe deposit boxes.
 - 5. To engage in insurance transactions.
 - 6. To engage in retirement plan transactions.
- 7. To pursue claims and litigation, including a claim against any entity that delays or rejects action by my attorney upon presentation to it of this Power of Attorney.
 - 8. To receive government benefits
- 9 To engage in real estate transactions, including but not limited to, my present home at 1428 Valley Forge Road, Worcester Township, Montgomeny County.

Pennsylvania; 1229-1231 West Marahall Busot, Norristown, Montgömery County.
Pennsylvania; and 231-A 40th Birest, Sea late City, Cape May County, New Jersey.

- 10. Tổ pursuo tax matters.
- 11. To receive government benefits.
- 12. I further give and grant unto my said attorney/agent the full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof. This Power of Attorney may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or a guardian or similar fiduciary of my estate, or has actual knowledge of my death.

This Power of Attorney shall go into effect as of the date hereof and shall not be affected by my subsequent disability or incapacity. If incapacity proceedings for my person or estate are by future circumstances required to be commenced, I hereby nominate the said Corinne N. Larus, Monique L. Nester and Desiree M. Bimbrauer as guardians of my person and estate. In the event that anyone is unable or unwilling to act or continue to act under this power, the remaining two can act as my power of attorney and/or guardian.

IN WITNESS WHEREOF, I hereunto set my hand and seal this

<u>்</u> day of September, 2018.

NANCY M. TUCKEY

WITNESSES

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this, the _____ day of September, 2016; before me, a Notary Public, personally appeared NANCY M. TUCKEY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my name and official seal.

VOTARY RUBLIC

COMMONWEALTH OF PENNSYLVANIA

Marianne Staniszewski (Notary Publi Whitpain Two, Montgomery County

My Commission Expires Jan. 31, 9010.

ACKNOWLEDOMENTER/AGENT

I. CORINNE N. LARUS, HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY ACKNOWLEDGE THAT IN THE ABSENCE OF A SPECIFIC PROVISION TO THE CONTRARY IN THE POWER OF ATTORNEY OR IN 20 PA C.S. WHEN LACT AS AGENT:

I SHALL ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY ME AND OTHERWISE, IN THE PRINCIPAL'S BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED TO ME BY THE PRINCIPAL IN THE POWER OF ATTORNEY.

I SHALL KEEP THE ASSETS OF THE PRINCIPAL SEPARATE FROM MY ASSETS.

I SHALL EXERCISE REASONABLE CAUTION AND PRUDENCE.

I SHALL KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS. RECEIPTS AND DISBURSEMENTS ON BEHALF OF THE PRINCIPAL.

DATE: **Just 21...**, 2016

CORINIEN LARUS

STATE OF WALLE

COUNTY OF Charlefuld

IN WITNESS WHEREOF, I hereunto set my name and official seal.

COMMISSION COMMISSION

NOTAR KRUBLIC

who comissioned a notary public

ie Eliobeth getor

<u>Aciknowieromennesy/acientr</u>

I. MONIQUE L. NESTER HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL II HERBBY-ACKNOWLEDGE THAT IN THE ABSENCE OF A SPECIFIC PROVISION TO THE CONTRARY IN THE POWER OF ATTORNEY OF IN 20 PA C.S. WHEN LACT AS AGENT:

I SHALL ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY ME AND, OTHERWISE, IN THE PRINCIPAL'S BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED TO ME BY THE PRINCIPAL IN THE POWER OF ATTORNEY

I SHALL KEEP THE ASSETS OF THE PRINCIPAL SEPARATE FROM MY ASSETS:

I SHALL EXERGISE: REASONABLE CAUTION AND PRUDENCE

I SHALL KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS. RECEIPTS AND DISBURSEMENTS ON BEHALF OF THE PRINCIPAL

DATE: 9 8 , 2016

MONIQUEL NESTER

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this, the day of <u>coatrafice</u> 2016, before me, a Notary Public, personally appeared MONIQUE L. NESTER known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, Thereunto set my name and official seal.

NOTARY PUBLIC

COMMONWEAUTH OF BEHNEY WANIA

Manayno Stanszewski, Nowy Public Whitpain Two: Nontsponer COVEY

AGKNOWLEDOMENTABY AGENT

I. DESIREE M. BIRNBRAUER, HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY ACKNOWLEDGE THAT IN THE ABSENCE OF A SPECIFIC PROVISION TO THE CONTRARY IN THE POWER OF ATTORNEY OR IN 20 PA G.S. WHEN LACT AS AGENT.

I SHALL ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY ME AND, OTHERWISE, IN THE PRINCIPAL'S BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED TO ME BY THE PRINCIPAL IN THE POWER OF ATTORNEY.

I SHALL KEEP THE ASSETS OF THE PRINCIPAL SEPARATE FROM MY ASSETS

I SHALL EXERCISE REASONABLE CAUTION AND PRUDENCE.

I SHALL KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF THE PRINCIPAL.

DATE: 🤼 💍 , 2016

DESIREE M. BIRNBRAUER

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this, the day of which is 2016, before me, a Notary Public, personally appeared DESIREE M. BIRMBRAUER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, Thereunto set my name and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Mananne Staniszewski, Notary Preud Whitpain I wp., Montgomery County



WORK AUTHORIZATION FORM

McMahon (a Bowman Company) is pleased to provide the services d	described below. The purpose of this form is to obtain
your authorization for the work verbally requested and confirm the to	terms under which the services are provided.

Project Name:		2023 DCED/CFA Local Share Application	Account	ı	Date:	September 25, 2023	
McMahon Project	: No.:	TBD			_	<u> </u>	<u>' </u>
•	-						
Client Information Contact Name:		Halbom, Township Manager	Company	Worker T	ownchi	n	
		, j		Worcester To		ρ	
Address:		S. Valley Forge Road	_	610-584-141			
City, State, Zip:	vvorce	ester, PA 19490	_ Email:	shalbom@w	orceste	ertwp.org	
1. Prepare D DCED/CF/ be prepar 2. Coordinat resolution 3. Prepare G 4. Prepare o funds only Note: Project coor basis and billed on	Rd and DCED/CF A LSA gued with the with the the with the the mith the the with the the with the the with the the with the the with the the with the	ne following item associated of Bridge Engineering Phase: A LSA application documents uidelines (project purpose/ne the limited available aerial in the Township for supporting of commitment letter, audited plication cost estimate utilizing plication through the application and/or meeting attendance, and Material basis in addition	s for submissic ed, description formation for documentation d financial stat ng the current tion portal for including trav	on by Novembon, location map the project loc n, including bu ements, etc. as McMahon Dra e submission. P	er 30, 2 o, etc.). cation. t not lii s requir aft Scop rimary	023 in accordance w A high level project mited to, legislator si ed. be of Work and Propi grant request will be ded on an as needed	overview map will upport letters, osal Estimate. e for engineering
	\$ 7,000		Type: Expenses:	Fixed Fee: Included:		Hourly Estimate: Additional:	
exceeding 60 days in an adjustment o If the terms of this	will be of the co contrac	n 30 days are subject to a 1.59 subject to a stoppage of all winditions and fees. The fee quit, as contained herein, and in e to you, please execute the a	ork. Any char noted above is the attached	nges in the spe valid for a per Standard Provi	ecific wo riod of sions fo	ork program describe 30 days from the dat or Professional Service	ed above will result te of this proposal. es approved in the
Prepared By:	Stephar	nie L. Butler, P.E.					
· · · · -		Project Manager	Septe	ember 25, 2023	3		
		contract and the extension o expenses arriving out of said c		signature does	s hereb	y unconditionally g	uarantee the
Work Authorized	d By:						
Client Name:				Titl	le: _		
Signature:				Dat	te:		

GENERAL FUND

RECEIPTS	2022 Actual	2023 Budget	2	023 Projected	2024 Budget
Taxes	\$ 4,330,238.40	\$ 3,147,840.00	\$	3,452,425.00	\$ 3,694,835.00
Licenses & Pemits	\$ 213,269.34	\$ 208,900.00	\$	215,315.00	\$ 188,900.00
Fines & Forfeits	\$ 3,569.56	\$ 1,600.00	\$	2,800.00	\$ 1,600.00
Interest & Rents	\$ 214,794.52	\$ 194,464.63	\$	230,500.00	\$ 191,067.37
Intergovernmental Revenue	\$ 155,170.07	\$ 141,961.30	\$	301,476.13	\$ 151,476.13
Charges for Services	\$ 390,236.93	\$ 249,355.00	\$	146,501.00	\$ 118,255.00
Miscellaneous Revenue	\$ 26,516.73	\$ 14,525.00	\$	113,400.00	\$ 14,625.00
Other Financing	\$ 550.00	\$, 880.00	\$	990.00	\$ 880.00
	\$ 5,334,345.55	\$ 3,959,525.93	\$	4,463,407.13	\$ 4,361,638.50

January 1, 2024 balance...

EXPENDITURES		2022 Actual		2023 Budget	2	2023 Projected		2024 Budget
Legislative	\$	74,800.28	\$	71,031.74	\$	71,283.00	\$	109,516.90
Management	\$	265,177.61	\$	315,712.33	\$	287,037.16	\$	293,864.72
Finance	\$	106,654.00	\$	122,936.15	\$	121,301.07	\$	142,746.71
Tax Collection	\$	42,903.41	\$	41,456.30	\$	42,781.71	\$	45,807.03
Legal	\$	284,608.01	\$	168,000.00	\$	311,500.00	\$	192,000.00
Clerical	\$	184,755.02	\$	285,623.76	\$	227,242.40	\$	290,293.87
Engineering	\$	25,592.88	\$	32,250.00	\$	43,500.00	\$	41,250.00
Township Building	\$	28,282.01	\$	35,556.00	\$	26,450.00	\$	38,532.00
Garage	\$	28,301.49	\$	31,488.00	\$	26,825.00	\$	32,904.00
Community Hall	\$	14,683.29	\$	13,296.00	\$	11,610.44	\$	14,016.00
Historical Building	\$	8,369.59	\$	6,800.50	\$	5,038.27	\$	7,200.50
Hollow Road Rental	\$	7,890.00	\$	4,498.00	\$	250.00	\$	4,498.00
Springhouse	\$	-	\$	1,000.00	\$	-	\$	1,000.00
Dutchy Church	\$		\$	-	\$	-	\$	1,560.00
Fire Protection	\$	407,554.87	\$	416,269.80	\$	411,552.40	\$	498,696.40
Code Enforcement	\$	147,622.21	\$	171,741.07	\$	83,153.36	\$	114,410.51
Zoning Hearing Board	\$	62,942.30	\$	59,781.40	\$	60,940.00	\$	67,362.04
PA One Call	\$	1,384.95	\$	2,580.00	\$	1,950.00	\$	2,580.00
Public Works	\$	784,537.37	\$	893,721.56	\$	778,255.39	\$	979,125.37
Snow Removal	\$	22,792.43	\$	44,000.00	\$	9,194.96	\$	42,125.00
-Traffic-Signals	-\$-	13, 945.00-	-\$-	19,9 40.00-	-\$-	15 , 334 .77	-\$-	21, 140.00
Machinery & Tools	\$	98,909.86	\$	91,000.00	\$	70,050.00	\$	98,200.00
Road Maintenance	\$	72,102.93	\$	127,500.00	\$	81,400.00	\$	131,800.00
Stormwater Management	\$	4,418.62	\$	35,000.00	\$	4,800.00	\$	37,000.00
Recreation Administration	\$	=	\$	-	\$	H	\$	-
Recreation & Culture	\$	19,291.83	\$	21,744.00	\$	11,244.00	\$	24,666.00
Parks	\$	32,787.34	\$	51,433.00	\$	46,100.00	\$	56,388.00
Public Relations	\$	21,638.52	\$	22,700.00	\$	22,350.00	\$	24,500.00
Other	\$	3,285,554.03	\$	981,564.61	\$	970,530.81	\$	1,048,455.45
	\$	6,047,499.85	\$	4,068,624.22	\$	3,741,674.74	\$	4,361,638.50

2024 GENERAL FUND \$ (0.00)

STATE FUND

			Jani	uary 1, 2024 balance			\$	19,150.00
BECEIPTS	0.00						2007	
RECEIPTS	100	2022 Actual		2023 Budget	11.19	2023 Projected		2024 Budget
Interest	\$	4,725.99	\$	1,500.00	\$	13,500.00	\$	5,000.00
Licenses	\$	347,096.97	\$	338,977.00	\$	364,920.35	\$	359,353.93
	\$	351,822.96	\$	340,477.00	\$	378,420.35	\$	364,353.93
EXPENDITURES		2022 Actual		2023 Budget		2023 Projected		2024 Budget
Public Works	\$	333,000.00	\$	347,000.00	\$	347,000.00	\$	350,000.00
2024 STATE FUND							\$	14,353.93
			Dec	ember 31, 2024 balanc	е		\$	33,503.93

SEWER FUND

January 1, 2024 balance... \$ 2,012,000.00

RECEIPTS	2022 Actual	2023 Budget	20	23 Projected	2024 Budget
Wastewater	\$ 1,130,326.94	\$ 713,586.99	\$	808,425.00	\$ 811,251.18
	\$ 1,130,326.94	\$ 713,586.99	\$	808,425.00	\$ 811,251.18

EXPENDITURES	2022 Actual	2023 Budget	2	023 Projected	2024 Budget
Wastewater	\$ 1,256,459.04	\$ 753,172.46	\$	1,745,131.34	\$ 810,756.96

2024 SEWER FUND \$ 494.22

December 31, 2024 balance... \$ 2,012,494.22

CAPITAL FUND

2024 CAPITAL FUND

RECEIPTS		2022 Actual		2023 Budget		2023 Projected	WV	2024 Budget
Interest	\$	233,909.83	\$	74.00	\$	659,000.00	\$	960,000.00
Intergov. Entitlements	\$	-	\$	-	\$	-	\$	-
Other Government Levels	\$	238,124.00	\$	1,516,920.00	\$	802,455.00	\$	406,000.00
Fees	\$	2,080,327.91	\$	16,204.00	\$	56,074.00	\$	16,204.00
Transfers in	\$	3,189,808.03	\$	1,124,970.93	\$	1,064,676.85	\$	918,836.05
	\$	5,742,169.77	\$	2,658,168.93	\$	2,582,205.85	\$	2,301,040.05
EXPENDITURES		2022 Actual		2023 Budget	7	2023 Projected		2024 Budget
	\$	2022 Actual 128,483.38	\$	2023 Budget 53,500.00	\$	2023 Projected 49,000.00	\$	2024 Budget 70,300.00
General Government	\$ \$	ALL MUNICIPAL PROPERTY CONTRACTORS AND ADMINISTRATION OF THE PROPERTY OF THE P	\$ \$	er tennessigneren er grant fra statistisk i best fra	and the second	MANAGEM CONTRACTOR CON	\$ \$	A CHERT STATE OF THE PROPERTY
EXPENDITURES General Government Public Works Parks & Recreation		128,483.38		53,500.00	\$	49,000.00	- 1	70,300.00

December 31, 2024 balance... \$ (289,976,57)