

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-01

A RESOLUTION TO AUTHORIZE CERTAIN FIRE DEPARTMENT ACTIVITIES

WHEREAS, the Worcester Township Volunteer Fire Department has requested permission to engage in the following ancillary activities in 2022:

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


WHEREAS, the Board of Supervisors of Worcester Township also grants permission for the Fire Department and Fire Police to assist other Montgomery County Fire Departments and other organizations with traffic control, crowd control, or similar assistance that may be needed at certain events and civic activities. Authorization to provide said support must be approved in advance by the Township Manager, and this approval, when granted, shall be considered to have been done at the specific request of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors approves and authorizes the Fire Department to participate in the above activities, in addition to those activities recognized and designated under 73 P.S., 601(a)(1) of the Pennsylvania Worker's Compensation Act; and further, in accordance with this authorization, the Fire Department may only participate in the above-approved ancillary activities through December 31, 2022, after which time the Worcester Township Board of Supervisors will review the ancillary activities.

BE IT RESOLVED THIS 3RD DAY OF JANUARY, 2022.


FOR WORCESTER TOWNSHIP

By:



Rick DeLello, Chair
Board of Supervisors

Attest:



Tammy Ryan, Secretary

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-02

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

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

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

BE IT RESOLVED THIS 3RD DAY OF JANUARY, 2022.

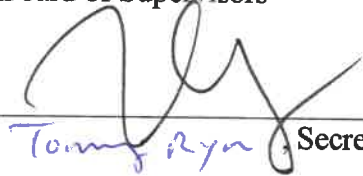
FOR WORCESTER TOWNSHIP

By:



Rich DeLillo, Chair
Board of Supervisors

Attest:



Tommy Ryan, Secretary

EXHIBIT A

Section I - RESIDENTIAL BUILDING PERMITS

| | | |
|--|----|-----------|
| new dwellings, per sf | \$ | 0.37 |
| building additions & renovations, minimum \$100; per sf | \$ | 0.37 |
| decks 30" or more above grade | \$ | 105.00 |
| fire suppression or detection systems, standpipes & hose cabinets | \$ | 120.00 |
| accessory structures 500 sf and greater | \$ | 75.00 |
| generators, plus electrical permit fee | \$ | 70.00 |
| windows & doors requiring structural change | \$ | 75.00 |
| driveway gates, plus electrical permit fee, if applicable | \$ | 75.00 |
| Use & Occupancy permit, temporary or permanent, new homes only | \$ | 100.00 |
| miscellaneous construction | | by escrow |

Section II - NON-RESIDENTIAL BUILDING PERMITS

| | | |
|--|----|-----------|
| new buildings, per sf | \$ | 0.43 |
| building additions & renovations | | |
| for the first 500 sf of floor area | \$ | 295.00 |
| for each additional 500 sf of floor area or fraction thereof | \$ | 200.00 |
| windows & doors requiring structural change; driveway gates | \$ | 70.00 |
| driveway gates, plus electrical permit fee, if applicable | \$ | 75.00 |
| fire suppression or detection systems, standpipes & hose cabinets | \$ | 220.00 |
| generators, plus electrical permit fee | \$ | 120.00 |
| construction trailers, plus electrical and mechanical permit fee, if applicable | \$ | 90.00 |
| Use & Occupancy permit, temporary or permanent, new construction only | \$ | 100.00 |
| Use & Occupancy inspection, tenant change, resale, use change | \$ | 100.00 |
| miscellaneous construction | | by escrow |

Section III - MECHANICAL, ELECTRICAL & PLUMBING PERMITS

| | | |
|-----------------------------------|----|----------|
| mechanical | \$ | 85.00 |
| gas piping installtion | \$ | 70.00 |
| electrical | \$ | 27.50 |
| plumbing | | |
| up to three fixtures | \$ | 70.00 |
| each additional fixture | \$ | 22.50 |
| water service | \$ | 70.00 |
| sewer lateral | \$ | 90.00 |
| grinder pump | \$ | 62.50 |
| sewer tapping fee, per EDU | \$ | 3,200.00 |

Section IV - OTHER BUILDING PERMIT & REVIEW FEES

| | | |
|--|----|----------|
| retaining walls 4' or greater in height | \$ | 90.00 |
| fences 6' or greater in height | \$ | 27.50 |
| pools, spas & hot tubs | | |
| above-ground | \$ | 60.00 |
| in-ground | \$ | 125.00 |
| solar panels | \$ | 120.00 |
| signs | | |
| requires building inspector and zoning officer reviews | \$ | 60.00 |
| requires zoning officer review only | \$ | 27.50 |
| flag poles | \$ | 23.00 |
| antennas & rays | | |
| cell & radio antennas, 50 feet and greater in height | \$ | 480.00 |
| small wireless facility antenna/array, up to 5 antenna/arrays | \$ | 500.00 |
| small wireless facility antenna/array, each additional array | \$ | 100.00 |
| small wireless facility pole | \$ | 1,000.00 |
| small wireless facility right-of-way use fee, per facility, per year | \$ | 270.00 |
| wireless/cell tower | \$ | 1,350.00 |
| wireless/cell tower antenna/array, up to 5 antennae/arrays | \$ | 365.00 |
| wireless/cell tower antenna/array, each additional antenna/array | \$ | 115.00 |

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

| | |
|---|-----------|
| demolition permit | |
| per building demolished or load bearing walls | \$ 150.00 |
| interior alteration that does not include load-bearing walls | \$ 85.00 |
| accessory structure 1,001 sf or greater | \$ 90.00 |
| accessory structure up to 1,000 sf | no fee |
| below-ground tank, <i>installation or removal, non-propane</i> | \$ 57.50 |
| plan review fees | |
| building plan | \$ 140.00 |
| accessibility plans | \$ 72.50 |
| mechanical plans | \$ 72.50 |
| fire plans | \$ 55.00 |
| plumbing plans | \$ 72.50 |
| stucco repair | \$ 55.00 |

Section V - ZONING PERMITS

| | |
|--|-------------|
| retaining walls up to 4' in height | \$ 27.50 |
| fences up to 6' in height | \$ 27.50 |
| driveway permit | \$ 27.50 |
| decks up to 30" above grade and patios | \$ 27.50 |
| moving or relocating existing accessory structures | \$ 27.50 |
| general zoning permit | \$ 27.50 |
| solicitation permit, <i>per individual soliciting</i> | \$ 27.50 |
| grading & excavation permit | |
| up to three inspections | \$ 365.00 |
| each additional inspection | \$ 145.00 |
| stormwater management escrow, <i>7,500 sf and greater</i> | \$ 1,000.00 |

Section VI - PERMIT & INSPECTION PENALTIES

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

Section VII - ZONING HEARING BOARD & UCC APPEAL BOARD FEES

| | | |
|---|----|--------|
| application fee, <i>includes appeals of Zoning Officer determination</i> | \$ | 850.00 |
| fee to continue Zoning Hearing Board or UCC Board of Appeals hearing | \$ | 310.00 |
| fee to postpone Zoning Hearing Board or UCC Board of Appeals hearing | \$ | 340.00 |
| transcript copy | | actual |
| Zoning Officer determination letter | \$ | 90.00 |

Section VIII - BOARD OF SUPERVISOR FEES

| | | |
|---|----|----------|
| application for Conditional Use hearing | | |
| applicaton fee | \$ | 1,000.00 |
| fee to continue Conditional Use hearing | \$ | 175.00 |
| fee to postpone Conditional Use hearing | \$ | 225.00 |
| application to amend the Zoning Map | | |
| applicaton fee | \$ | 1,150.00 |
| fee to continue Zoning Map amendment hearing | \$ | 375.00 |
| fee to postpone Zoning Map amendment hearing | \$ | 425.00 |
| Zoning Map amendment escrow | \$ | 1,500.00 |
| application to amend the Zoning Ordinance | | |
| applicaton fee | \$ | 950.00 |
| fee to continue Zoning Ordinance amendment hearing | \$ | 175.00 |
| fee to postpone Zoning Ordinance amendment hearing | \$ | 225.00 |
| Zoning Ordinance amendment escrow | \$ | 2,000.00 |
| validity challenge to the Zoning Ordinance or Zoning Map | | |
| applicaton fee | \$ | 1,250.00 |
| fee to continue challenge hearing | \$ | 175.00 |
| fee to postpone challenge hearing | \$ | 225.00 |

Section IX - SUBDIVISION & LAND DEVELOPMENT FEES

| | |
|---|--------------|
| Subdivision & Land Development, Sketch Plan | |
| application fee | \$ 200.00 |
| escrow | \$ 1,000.00 |
| Subdivision, Residential, 1 to 3 lots | |
| application fee | \$ 750.00 |
| escrow | \$ 5,000.00 |
| Subdivision, Residential, 4 or more lots | |
| base application fee | \$ 700.00 |
| additional dwelling unit fee, <i>per unit, beginning with the 4th lot or unit</i> | \$ 140.00 |
| escrow for plans with 4 to 20 lots/units | \$ 10,000.00 |
| escrow for plans with 21 to 50 lots/units | \$ 15,000.00 |
| escrow for plans with 51 or more lots/units | \$ 20,000.00 |
| Land Development, Non-residential | |
| application fee | \$ 975.00 |
| escrow | \$ 15,000.00 |
| Transferable Development Rights | |
| application fee | \$ 475.00 |
| escrow | \$ 2,500.00 |
| Escrow Releases | \$ 110.00 |
| Act 209 Traffic Impact Fee | |
| North Transportation Service Area, per peak PM trip | \$ 3,977.00 |
| South Transportation Service Area, per peak PM trip | \$ 3,125.00 |

Section X - HIGHWAY & ROAD FEES

| | |
|-------------------------------|-----------|
| highway/road occupancy permit | \$ 52.50 |
| highway/road inspection fees | by escrow |

Section XI - SEWER RENTAL FEES & CERTIFICATIONS

| | | |
|--|----|--------|
| sewer rental fee | | |
| quarterly fee, residential | \$ | 134.04 |
| quarterly fee, commercial, per 1,000 gallons | \$ | 8.74 |
| sewer certification | \$ | 30.00 |
| certified letter fee | \$ | 25.00 |
| property posting | \$ | 50.00 |
| water shut off & turn on | \$ | 30.00 |
| return check fee | | actual |

Section XII - FIRE ALARM FEES

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

Section XIII - PARK RENTAL FEES

| | | |
|---|----|---------------|
| Community Hall rental fee | | |
| per event, <i>Township resident, Township business/organization use only</i> | \$ | 50.00 |
| per event, <i>non-Township resident, non-Township business/organization</i> | \$ | 100.00 |
| security deposits, <i>by separate check, must be submitted with application</i> | \$ | 100.00 |
| pavilion rental fee, Township resident, Township business/organization | | |
| up to 25 individuals | \$ | 25.00 |
| 26-50 individuals | \$ | 50.00 |
| 51-75 individuals | \$ | 75.00 |
| 76-100 individuals, <i>maximum 100 persons per event</i> | \$ | 100.00 |
| security deposits, <i>by separate check, must be submitted with application</i> | | 2X rental fee |
| pavilion rental fee, non-Township resident, non-Township business/organization | | |
| up to 25 individuals | \$ | 50.00 |
| 26-50 individuals | \$ | 100.00 |
| 51-75 individuals | \$ | 150.00 |
| 76-100 individuals, <i>maximum 100 persons per event</i> | \$ | 200.00 |
| security deposits, <i>by separate check, must be submitted with application</i> | | 2X rental fee |

Section XIII - PARK RENTAL FEES (continued)

| | | |
|--|----|--------|
| field rental fee, single use, Township resident, Township business/organization | | |
| up to four hours | \$ | 25.00 |
| each additional hour | \$ | 5.00 |
| field rental fee, single use, non-Township resident, Non-Township business/organization | | |
| up to four hours | \$ | 50.00 |
| each additional hour | \$ | 5.00 |
| field rental fee, Spring season use (March 1 to July 31) | | |
| one to two days per week, per field | \$ | 275.00 |
| three to four days per week, per field | \$ | 385.00 |
| five to seven days per week, per field | \$ | 550.00 |
| discount for minimum 65% Worcester resident participants | | 50% |
| discount for minimum 90% youth participants | | 25% |
| <i>discounts may be combined</i> | | |
| field rental fee, Fall season use (August 1 to November 30) | | |
| one to two days per week, per field | \$ | 225.00 |
| three to four days per week, per field | \$ | 315.00 |
| five to seven days per week, per field | \$ | 450.00 |
| discount for minimum 65% Worcester resident participants | | 50% |
| discount for minimum 90% youth participants | | 25% |
| <i>discounts may be combined</i> | | |

Section XIV - TAX COLLECTOR FEES

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

Section XV - OTHER FEES AND CHARGES

| | |
|---|----------|
| credit card convenience charge , <i>varies by credit card company</i> | actual |
| Township-authorized services by Township consultants , <i>hourly fee</i> | actual |
| Township-authorized services by Township consultants , <i>reimbursables</i> | actual |
| UCC building permit fee , <i>per building permit</i> | \$ 4.50 |
| mileage reimbursement | IRS rate |
| copies for Right-to-Know requests , <i>in-house copies, per 8.5"x11" single-sided page</i> | \$ 0.25 |
| copies for Right-to-Know requests , <i>in-house copies, per 8.5"x11" double-sided page</i> | \$ 0.50 |
| copies for Right-to-Know requests , <i>in-house copies, per 11"x17" single-sided page</i> | \$ 0.50 |
| copies for Right-to-Know requests , <i>in-house copies, per 11"x17" double-sided page</i> | \$ 1.00 |
| copies for Right-to-Know requests , <i>out-of-house copies</i> | actual |
| media for Right-to-Know requests , <i>thumb drives, DCs, tapes, and other storage</i> | actual |
| mileage reimbursement | IRS rate |
| miscellaneous charges , <i>postage, toll calls, delivery fees, out-of-office copy fees, etc.</i> | actual |

NOTES:

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

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

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

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

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

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

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

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

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-03

A RESOLUTION TO APPOINT THE TOWNSHIP AUDITOR


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

NOW, THEREFORE, the Board of Supervisors appoints Bee, Bergvall & Co. to fulfill the duties of this position, relative to the Township accounts for Fiscal Year 2021, as per Section 917 of the Second Class Township Code.

RESOLVED THIS 3RD DAY OF JANUARY, 2022.


FOR WORCESTER TOWNSHIP

By:



Tom Rick DeLillo, Chair
Board of Supervisors

Attest:



Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-04

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

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

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

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


- 2021 salary – \$137,720 per year
- 2022 salary – \$138,408 per year

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

RESOLVED THIS 3RD DAY OF JANUARY, 2022.

FOR WORCESTER TOWNSHIP

By:



Rick DeLillo, Chair
Board of Supervisors

Attest:



Tommy Ryan, Secretary

Exhibit A

EMPLOYMENT AGREEMENT


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


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

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

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

IN WITNESS WHEREOF,

ATTEST:


FOR THE TOWNSHIP

Date: _____

ATTEST:
Nathan Diderot

FOR RYAN

Date: _____

Exhibit A

July 14, 2015

Tommy Ryan
1328 Brownsville Road
Romansville, PA 19320

Dear Mr. Ryan:

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

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

2. Benefits—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

David L. Woglom

David L. Woglom

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


Signature

7/14/14
Date

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-05

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

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

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


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

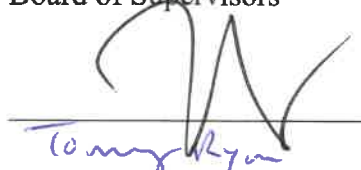
- AL-1** General correspondence files and housekeeping records – 2016 and prior
- AL-8** Bids, Proposals, Price Quotes and Qualified Contractor Memos, Contracts and Agreements – 2010 and prior
- AL-12** Ethics Commission Statements of Financial Interest – 2016 and prior
- AL-17** Insurance Policies and Settled Claims – 2015 and prior
- AL-19** Litigation Case Files – closed cases of no administrative or legal value
- AL-20** Liquid Fuel Tax Records – 2014 and prior
- AL-24** Recordings of Public Meetings – prior to October 1, 2021
- AL-35** Public Meeting/Hearing Notices and Proof of Publications – 2011 and prior
- AL-45** Treasurer’s Bond Certificates – 2014 and prior
- AL-46** Right to Know Requests – 2019 and prior
- FN-1** Account Distribution Summaries (Treasurer’s Reports) – 2014 and prior
- FN-2** Accounts Payable Files and Ledgers – 2014 and prior
- FN-3** Accounts Receivable Files and Ledgers – 2014 and prior
- FN-4** Annual Audit and Financial Reports – 2014 and prior

- FN-8** Balance Sheet – 2014 and prior
- FN-9** Bank Statements and Reconciliations – 2014 and prior
- FN-10** Cancelled Checks – 2014 and prior
- FN-11** Check Registers – 2014 and prior
- FN-12** Daily Cash Records – 2014 and prior
- FN-13** Deposit Slips – 2014 and prior
- FN-15** Expense Reports – 2014 and prior
- PL-2** Employee Payroll Adjustment Records – 2017 and prior
- PL-5** Payroll Earnings and Deductions Register – 2017 and prior
- PL-14** Time Cards and Attendance Records – 2017 and prior
- PL-16** Wage & Tax Statements – 2017 and prior
- PR-5** Park Program Files – 2019 and prior
- PR-7** Park Program Files – 2018 and prior
- PS-2** Applications for Employment (Not Hired) – 2019 and prior
- PS-8** Employee Personnel Records – 2016 and prior
- PS-10** Job Descriptions and Announcements – 2016 and prior
- PZ-2** Building and Housing Construction Records – 2014 and prior

RESOLVED THIS 3RD OF JANUARY, 2022.

FOR WORCESTER TOWNSHIP

By: 
 _____, Chair
 Rick DeLillo
 Board of Supervisors

Attest: 
 _____, Secretary
 Tommy Ryan

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-06

A RESOLUTION TO ESTABLISH EMERGENCY SERVICE RESPONSE AREAS

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

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

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

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

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

BE IT RESOLVED THIS 3RD DAY OF JANUARY, 2022.

FOR WORCESTER TOWNSHIP

By:



Paul DeLello, Chair
Board of Supervisors

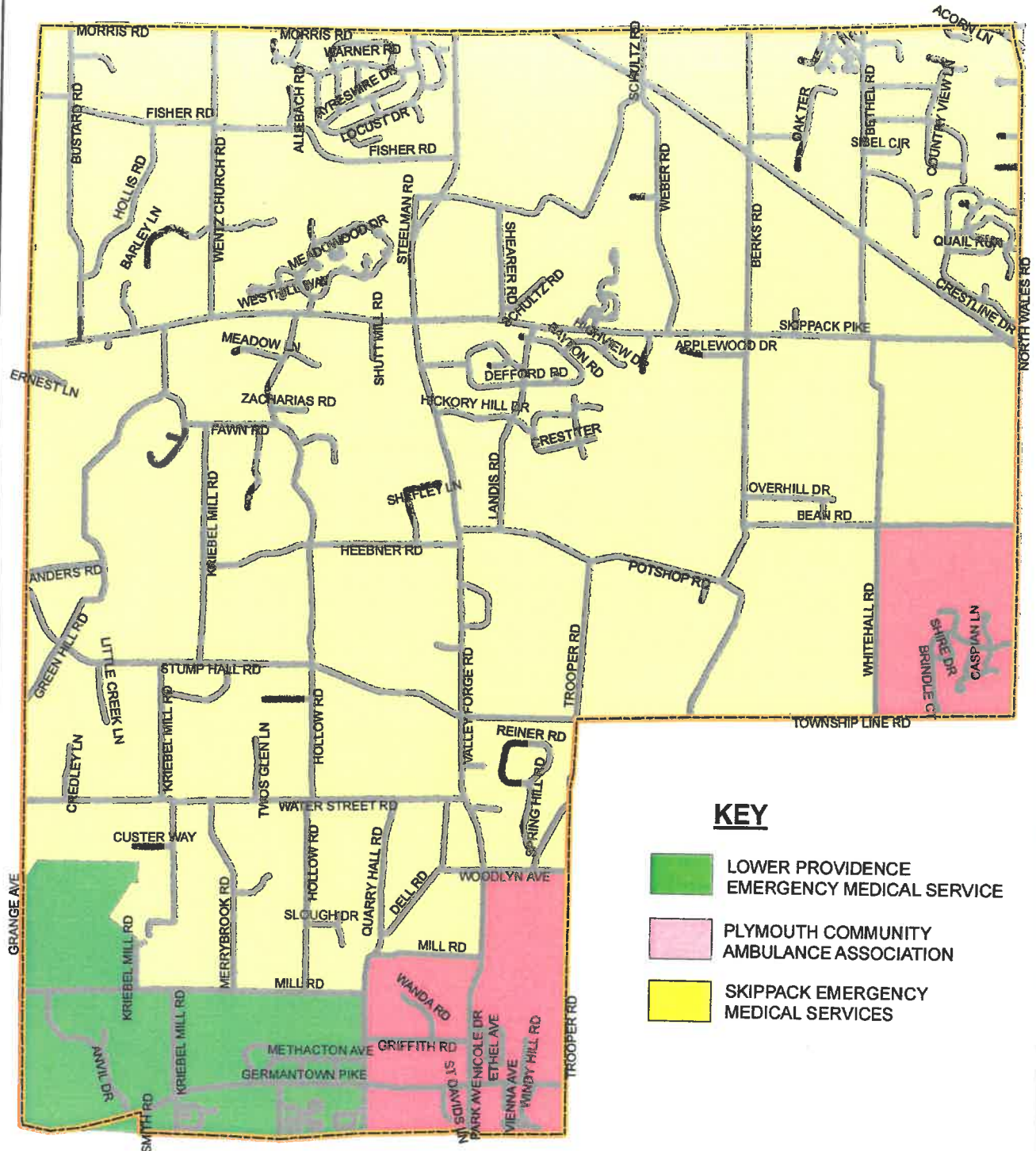
Attest:



Tony Ryan, Secretary



WORCESTER TOWNSHIP



KEY

- LOWER PROVIDENCE
EMERGENCY MEDICAL SERVICE
- PLYMOUTH COMMUNITY
AMBULANCE ASSOCIATION
- SKIPPACK EMERGENCY
MEDICAL SERVICES

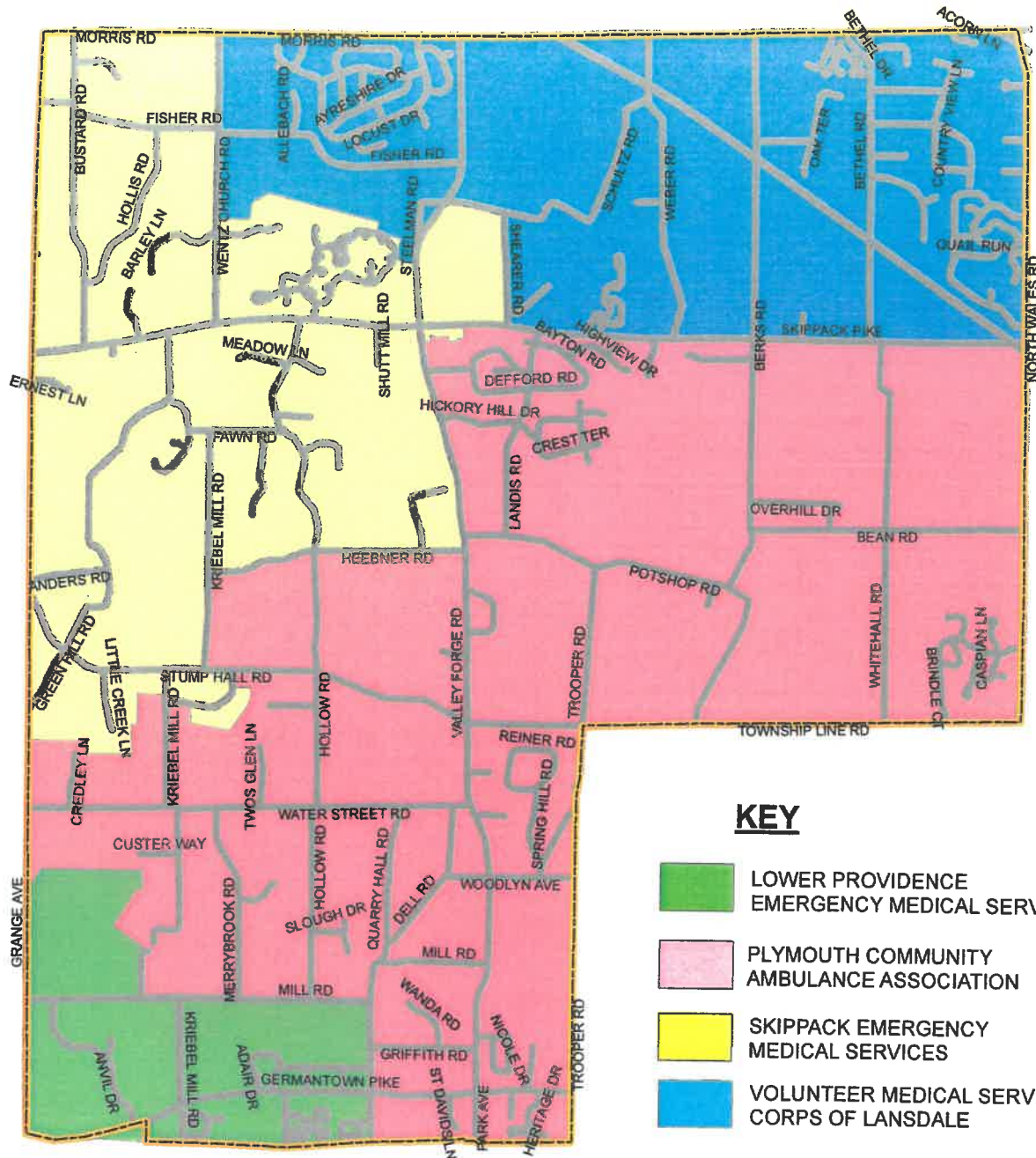
**EMS COVERAGE ZONES
MONDAY TO FRIDAY, 8 A.M. TO 4 P.M.**



Exhibit A



WORCESTER TOWNSHIP



EMS COVERAGE ZONES ALL OTHER TIMES



**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-07

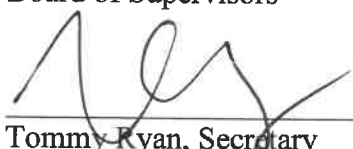
**A RESOLUTION TO APPROVE AN AGREEMENT TO AUTHORIZE
ELECTRONIC ACCESS TO PENNDOT SYSTEMS**

BE IT RESOLVED, by the authority of the Board of Supervisors of Worcester Township, Montgomery County, and it is hereby resolved by authority of same, that the Chairman of the Board of Supervisors be authorized and directed to sign the attached agreement on its behalf, and the Township Secretary be authorized and directed to attest to same.

BE IT RESOLVED THIS 19th day of JANUARY, 2022.

FOR WORCESTER TOWNSHIP

By: 
Richard DeLello, Chair
Board of Supervisors

Attest: 
Tommy Ryan, Secretary

I, Tommy Ryan, Township Secretary for Worcester Township, do hereby certify that the forgoing is a true and correct copy of the Resolution adopted on January 19, 2022 at a regular meeting of the Worcester Township Board of Supervisors held the 19th day of January, 2022.

1/19/22
date signature 

(SEAL)



Department Use Only

Agreement No: _____

User ID Code: _____

**AGREEMENT TO AUTHORIZE
ELECTRONIC ACCESS TO PENNDOT SYSTEMS
(POLITICALSUBDIVISIONS)**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, by and between the Commonwealth of Pennsylvania, acting through the Bureau of Project Delivery of the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

(NAME OF APPLICANT)

(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

(FEDERAL ID NUMBER) (PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the **Engineering and Construction Management System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the DEPARTMENT'S program to use the System; and

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §§ 511.1) authorizes the DEPARTMENT, through the Secretary of transportation, to enter into all necessary contracts and agreements with the proper agencies of any governmental, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will permit access to the System as the DEPARTMENT shall direct.

3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.

4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.

5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The DEPARTMENT will provide support only during normal business hours of the DEPARTMENT offices (7:30 AM until 4:30 PM.)

6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, the APPLICANT shall cease and shall cause its users to cease attempts to access the System.

7. The APPLICANT shall comply with the current versions of the following:

- Right to Know Law, attached as Exhibit A
- Contractor Integrity Provisions, attached as Exhibit B
- Americans with Disabilities Act, attached as Exhibit C
- Contractor Responsibility Provisions, attached as Exhibit D
- Nondiscrimination/Sexual Harassment Clause, attached as Exhibit E
- Offset Provision, attached as Exhibit F

8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

ATTEST:

(Print APPLICANT'S Name)

(Signature) (Date)

Print Name

(Title)

BY:

(Signature) (Date)

Print Name

(Title)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
(DEPARTMENT Signatory and Date)

APPROVED AS TO LEGALITY AND FORM

BY: _____
Chief Counsel DATE

Preapproved form:
OGC No. 18-FA-28.0
Approved OAG 05/06/2013

MAIL COMPLETED AGREEMENT TO:
System Registration
PA Department of Transportation
Bureau of Project Delivery, Systems Management Section
400 North Street, 7th Floor
Harrisburg, PA 17120

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-08

**A RESOLUTION TO APPOINT AN
ALTERNATE MEMBER TO THE PLANNING COMMISSION**

WHEREAS, pursuant to Act 42 of 2015, a municipality may appoint an Alternative Member to serve on its Planning Commission, in accordance with the provisions of said Act; and,

WHEREAS, the Board of Supervisors desires to appoint an Alternate Member to the Worcester Township Planning Commission; and,

NOW, THEREFORE, the Board of Supervisors does hereby appoint Jennifer Taylor to the position of Alternate Member of the Worcester Township Planning Commission, for a four-year term that shall expire on December 31, 2025.

BE IT RESOLVED THIS 19TH DAY OF JANUARY, 2022.

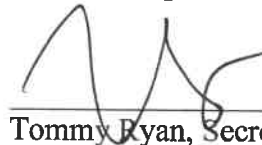
FOR WORCESTER TOWNSHIP

By:



Richard DeLello, Chair
Board of Supervisors

Attest:



Tommy Ryan, Secretary

TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2022-09

**A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION
TO THE STATEWIDE LOCAL SHARE ASSESSMENT GRANT PROGRAM**

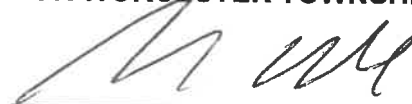
BE IT RESOLVED, that the Board of Supervisors of Worcester Township, Montgomery County hereby request a Statewide Local Share Assessment grant in the amount of one hundred twenty five thousand dollars (\$125,000.00) from the Commonwealth Financing Authority, to be used for the purchase of a truck and stake-body trailer to serve the Worcester Township Compost Site.

AND BE IT FURTHER RESOLVED, that the Applicant does hereby designate Richard DeLello, Chair of the Board of Supervisors, and Tommy Ryan, Township Manager and Township Secretary, 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.

RESOLVED THIS 16TH DAY OF FEBRUARY, 2022.

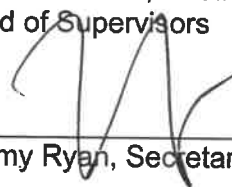
FOR WORCESTER TOWNSHIP

By:



Richard DeLello, Chair
Board of Supervisors

Attest:



Tommy Ryan, Secretary

I, Tommy Ryan, duly qualified Secretary of the Worcester Township, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Worcester Township Board of Supervisors at a regular meeting held on February 16, 2022 and said Resolution has been recorded in the Minutes of the Worcester Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Worcester Township, Montgomery County on this 16th day of February, 2022.

2/16/22
date


signature

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-10

**A RESOLUTION TO GRANT PRELIMINARY/FINAL APPROVAL OF
MATTHEW & MELISSA MARCOLINA RESIDENTIAL LOT LINE
SIMPLE CONVEYANCE PLAN**

WHEREAS, Matthew Marcolina and Melissa Marcolina, and Brendan J. Kilcoyne (hereinafter referred to as "Applicants") have submitted a Subdivision Plan to Worcester Township and have made application for Preliminary/Final Plan Approval of a plan known as Simple Conveyance Plan for Matthew & Melissa Marcolina. The Applicants Marcolina are owners of Lot 1 an approximate 5.396 acre tract of land located at 3320 Water Street Road, Worcester Township, Montgomery County, Pennsylvania in the AGR Zoning District of the Township, being Tax Parcel No. 67-00-03880-508 as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office. Applicant Kilcoyne is the owner of Lot 2, an approximate 1.579 acre tract of land located at 3310 Water Street Road, Worcester Township, Montgomery County, Pennsylvania, in the R-175 Zoning District of the Township, being Tax Parcel No. 67-00-03881-003, as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

WHEREAS, the Applicants propose a residential lot line change to permit the conveyance of a 6,500 square foot parcel (Parcel A) from the owner of Lot 2 to the owner of Lot 1. (the "Subdivision"); and

WHEREAS, said plan received a recommendation for Preliminary/Final Plan Approval by the Worcester Township Planning Commission at their meeting on March 24, 2022; and

WHEREAS, the Preliminary/Final Plan for the proposed subdivision, prepared by InLand Design, LLC, titled, "Simple Conveyance Plan for Matthew & Melissa Marcolina" consisting of one sheet, dated February 7, 2022, with latest revisions dated February 23, 2022, is now in a form suitable for Preliminary/Final Plan Approval (the "Plan(s)" or "Preliminary/Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

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

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

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

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of March 1, 2022 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of March 15, 2022.
- C. The Applicants shall execute and record such Deeds necessary to effectuate the consolidation of Parcel A with parcel no. 67-00-03880-508 (Lot 1). In addition, a remainder deed for parcel no. 67-00-03881-003 (Lot 2) shall be executed and recorded. The deeds shall be in form satisfactory to the Township Solicitor and Township Engineer. Such Deeds shall be recorded simultaneously with the Plan.
- D. The Applicants shall provide to the Township for signature that number of Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicants shall have all Plans recorded, and the Applicants return the three (3) Plans to the Township within seven (7) days of Plan recording.
- E. The Applicants shall provide a copy of the recorded Plan in an electronic format acceptable to the

Township Engineer, within seven (7) days of Plan recording.

- F. The Applicants shall make payment of all outstanding review fees and other charges due to the Township prior to Plan recording.
- G. The Subdivision shall be in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.
- H. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, and the Agreement shall be borne entirely by the Applicants, and shall be at no cost to the Township.

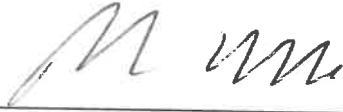
3. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicants, in writing, within ten (10) days from the date of receipt of this Resolution.

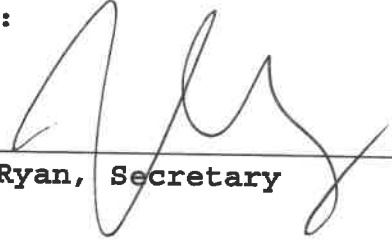
4. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicants in writing.

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

RESOLVED and ENACTED this 20th day of April, 2022 by the Worcester Township Board of Supervisors.

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS

By: 
Rick DeLello, Chair

Attest: 
Tommy Ryan, Secretary

ACCEPTANCE

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

APPLICANTS

Date: 4/29/22


Matthew S. Marcolina

Date: 4/29/22


Melissa Marcolina

Date: 4/29/22


Brendan J. Kilcoyne

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-11

**RESOLUTION TO SET A TAPPING FEE AND TO
ACCORDINGLY AMEND THE 2022 FEE SCHEDULE**

WHEREAS, various Township Ordinances and State Law provides for the establishment of fees for certain permits, reviews, inspections and/or other services; and,

WHEREAS, as to the setting of a tapping fee to connect to a sanitary sewer system owned by Worcester Township ("Township"), the Second Class Township Code, the Municipalities Planning Code and the Municipality Authorities Act set forth the procedure whereby the Township shall calculate the maximum tapping fee amount permitted by State Law; and,

WHEREAS, the Township Engineer performed the necessary calculations to establish the tapping fee, in accordance with the law, as attached hereto as Exhibit A.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED a tapping fee in the amount of \$3,200 per EDU is hereby ratified, and the 2022 Fee Schedule is accordingly amended to include said fee, until such time as so amended by the Board of Supervisors by resolution.

BE IT RESOLVED THIS 20TH DAY OF APRIL, 2022.

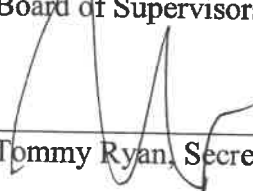
FOR WORCESTER TOWNSHIP

By:



Rick DeLello, Chair
Board of Supervisors

Attest:



Tommy Ryan, Secretary

**TABLE 1
WORCESTER TOWNSHIP
WASTEWATER AND SEWAGE FACILITIES
TAPPING FEE CALCULATION 2021**

| ITEM NO. | DESCRIPTION OF CAPITAL IMPROVEMENT | ORIGINAL PROJECT INFORMATION | | | 2016 COST ADJUSTMENT | | 2021 COST ADJUSTMENT | |
|----------|---|------------------------------|------|-----------|----------------------|--------------------|----------------------|-----------------------|
| | | PROJECT COST | YEAR | ENR INDEX | ENR INDEX | ADJUSTED COST | ENR INDEX | ADJUSTED COST |
| 1 | Fairview Village Sewer System | \$1,809,790 | 2004 | 7126 | 10092 | \$2,563,065 | 12647 | \$3,211,958.20 |
| 2 | Adair Pumping Station Generator | \$67,853 | 2007 | 7880 | 10092 | \$86,900 | 12647 | \$108,900.62 |
| 3 | Berwick WTP Bar Screen | \$3,488 | 2008 | 8090 | 10092 | \$4,351 | 12647 | \$5,452.75 |
| 4 | Berwick WTP Ventilation Upgrade | \$90,077 | 2010 | 8660 | 10092 | \$104,972 | 12647 | \$131,547.79 |
| 5 | Berwick WTP Influent Grinder/ Mixers | \$53,014 | 2011 | 8938 | 10092 | \$59,859 | 12647 | \$75,013.21 |
| 6 | Berwick/Valley Green WTP Meters | \$18,740 | 2012 | 9172 | 10092 | \$20,620 | 12647 | \$25,840.03 |
| 7 | Berwick Mixer Base Upgrades | \$12,697 | 2014 | 9664 | 10092 | \$13,259 | 12647 | \$16,616.20 |
| 8 | Valley Green WTP Upgrade Project | \$2,222,972 | 2014 | 9664 | 10092 | \$2,321,423 | 12647 | \$2,909,139.79 |
| 9 | Meadowood Generator Upgrade | \$40,000 | 2016 | 10092 | 10092 | \$40,000 | 12647 | \$50,126.83 |
| 10 | General Berwick WTP Upgrades | \$50,000 | 2016 | 10092 | 10092 | \$50,000 | 12647 | \$62,658.54 |
| | Total Items 1 through 10- Facilities Value | | | | | \$5,264,449 | | \$6,597,253.96 |
| | Adjustments to Facility Value | | | | | | | |
| | State Grant 2004- Adjusted to 2016 | | 2004 | 7126 | 10092 | (\$1,062,167) | 12647 | (\$1,331,076.34) |
| | Current Debt Related to Sewer Systems | (\$750,000) | | | | (\$1,850,000) | | (\$1,320,000.00) |
| | Total Adjusted Value | | | | | \$2,352,282 | | \$3,946,178 |
| | Tapping Fee Calculation | | | | | | | |
| | Total Treatment Capacity- GPD | 370,000 | | | | | | |
| | Total EDU's @ 300 GPD/EDU | 1,233 | | | | | | |
| | Maximum Tapping Fee Per EDU | | | | | \$1,907 | | \$3,200 |

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY,
PENNSYLVANIA**

RESOLUTION 2022-12

**A RESOLUTION TO SUPPORT THE PENNSYLVANIA COMMISSION
FOR THE UNITED STATES SEMIQUINCENTENNIAL**

WHEREAS, the Pennsylvania General Assembly and Governor Wolf created the Pennsylvania Commission for the United States Semiquincentennial (America250PA) in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States in 2026, Pennsylvania's integral role in that event, and the impact of Pennsylvanians on the nation's past, present and future; and,

WHEREAS, America250PA hopes to engage all citizens of the Commonwealth, bring the Commonwealth's history into the conversation so Pennsylvanians can better understand the origins and multiple perspectives of issues facing our Commonwealth and nation today, and use history to encourage and inspire future leaders, celebrate the contributions of Pennsylvanians to not only the Commonwealth's history, but also to our Nation's history; and,

WHEREAS, America250PA wishes to leave a lasting impact on the next generation of Pennsylvanians and to spark an interest which will ignite the drive for them to appreciate all of the triumphs, trials and tribulations which contributed to the Commonwealth for which they are now writing their own history; and,


WHEREAS, America250PA will have numerous officially recognized programs, projects, and events over the next five years to inspire future leaders and celebrate all Pennsylvanians' contributions to the United States over the past 250 years.

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township hereby endorses America250PA and its mission to educate, preserve, innovate, and celebrate the rich history and diversity of our State; and,

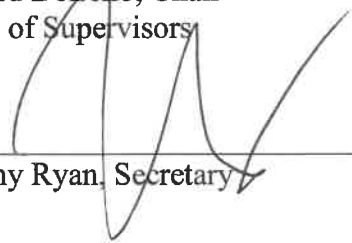
BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the our community's State Senator, State Representative, and the Pennsylvania State Association of Township Supervisors.

RESOLVED THIS 20TH DAY OF APRIL, 2022.

FOR WORCESTER TOWNSHIP

By: 

Richard DeLello, Chair
Board of Supervisors

Attest: 

Tommy Ryan, Secretary

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

1721 Valley Forge Road
Post Office Box 767
Worcester, PA 19490

December 16, 2019

The Honorable Katie Muth
338 Main Street
Royersford, PA 19468

The Honorable Matthew Bradford
2000 Bustard Road, Suite 6
Lansdale, PA 19446

RE: **U.S. Semiquincentennial**

Dear Senator Muth and Representative Bradford,

Enclosed please find Worcester Township Resolution 2022-12, a resolution to support the Pennsylvania Commission's work to recognize and celebrate the U.S. Semiquincentennial, as adopted at last evening's Business Meeting.

On behalf of the Board of Supervisors I thank you again for your continuing efforts to keep our Commonwealth a great place to live, work, and raise a family.

Please contact me at the below number should you have any questions, require additional information, or if I can be of further assistance.

Respectfully,



Tommy Ryan.
Township Manager.

cc: **Resolution File**

Pennsylvania State Association of Township Supervisors
4855 Woodland Drive
Enola, PA 17025

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-13

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

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

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

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


1. Section IV – Work Rules, shall be amended to include Section IV.O, as follows:

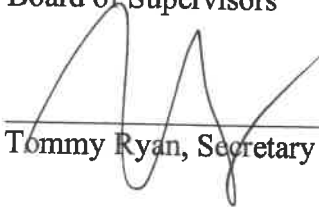
O) PRIVATE PROPERTY ACCESS

1. Police, fire, ambulance, and other emergency services personnel, when acting in an official scope of duty, may access private property without prior notification made to the owner of record of the property.
2. The Building Inspector, Fire Marshall, Assistant Fire Marshall, Zoning Officer, and Assistant Zoning Officer, when acting in an investigatory or enforcement capacity, and in an official scope of duty, may access private property without prior notification made to the owner of record of the property.
3. All other Township employees and consultants shall obtain permission of the owner of record of the property prior to accessing said property.
4. Notwithstanding the above, (1) Township employees, consultants, and contractors may enter private property pursuant to an easement or other written agreement made with the owner of record without prior notification made to the owner of record, unless otherwise required to do so by the easement or agreement; and (2) Township employees, consultants, and contractors, when acting in good faith and believing accessing private property is required to address an immediate threat to life, public safety, or property, and when unable to obtain permission from the owner or record, may enter the property only as needed to address the instant matter, and shall notify the owner of record of the entry as soon as practical thereafter.

RESOLVED THIS 20TH OF APRIL, 2022.

FOR WORCESTER TOWNSHIP

By: 
Rick DeLello, Chair
Board of Supervisors

Attest: 
Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-14

**RESOLUTION TO ENTER INTO THE INTERGOVERNMENTAL AGREEMENT FOR
THE IMPLEMENTATION OF A JOINT POLLUTION REDUCTION PLAN AND
JOINT BMP STORM WATER MANAGEMENT ACTIVITIES FOR
THE SKIPPACK CREEK WATERSHED**

WHEREAS, Worcester Township (the “Township”), together with Towamencin Township, Hatfield Township, Skippack Township and Lower Providence Township (collectively, the “Parties”), has a mutual interest in restoring the impaired waters of the Skippack Creek Watershed (the “Watershed”) and have been mandated by the Commonwealth of Pennsylvania, Department of Environmental Protection (the “PADEP”) and the United States Environmental Protection Agency (“USEPA”), through the Municipal Separate Storm Sewer System (“MS4”) permit process, to reduce sediment loading from waste load allocations for the Watershed; and,

WHEREAS, the Parties recognize that the issues associated with the MS4 permit compliance are too large for any one of the Parties to address effectively; and,

WHEREAS, the Parties are committed to working together in a mutually cooperative, beneficial and respectful manner to implement a Multi-Municipal Pollution Reduction Plan for the Watershed (the “Plan”) to execute the Best Management Practices (“BMP”) projects to reduce sediment loading consistent with the Plan; and,

WHEREAS, the Parties seek to establish an intermunicipal management committee, prioritize BMP projects and share costs associated with the BMP projects as set forth in greater detail in the Intergovernmental Agreement for the Implementation of a Joint Pollution Reduction Plan and Joint BMP Storm Water Management Activities for the Skippack Creek Watershed (the “Agreement”), attached hereto as Exhibit “A,” in accordance with State Law, 53 PA. C.S. § 2301 et seq.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

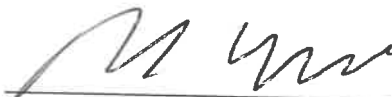
1. The Township shall enter into the Agreement in accordance with State Law, 53 PA. C.S. § 2301 et seq, and adhere to the terms of the Agreement until such time as so terminated or amended by the Board of Supervisors by resolution.
2. The duration of the term of the Agreement is five (5) years, commencing on the date of issue of the MS4 permit by the PADEP and the USEPA.
3. The purpose and objectives of the Agreement are to restore the impaired waters of the Watershed, implement the Plan and execute BMP projects collectively with the Parties, as further detailed in the Agreement.

4. The Township will delegate a representative and an alternate representative to participate in the management committee, as further detailed in Section 4 of the Agreement.
5. The manner and extent of financing the Agreement is set forth in Schedule 1 of the Agreement.

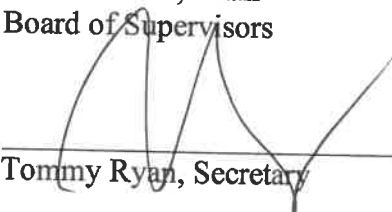
BE IT RESOLVED THIS 20TH DAY OF APRIL, 2022.

FOR WORCESTER TOWNSHIP

By: _____


Rick DeLello, Chair
Board of Supervisors

Attest: _____


Tommy Ryan, Secretary

**Intergovernmental Agreement for the Implementation
of a Joint Pollution Reduction Plan and Joint BMP Storm Water
Management Activities for the Skippack Creek Watershed**

THIS AGREEMENT by and among each of the Skippack Creek Watershed Municipalities executing this Intergovernmental Agreement ("Agreement") for the preparation of a Multi-Municipal Pollution Reduction Plan for the Skippack Creek ("Plan") and the joint undertaking of specific Best Management Practices ("BMP") Storm Water Management Activities (the "BMP Projects") depicted or described on the Plan. The Municipalities executing this Agreement are hereinafter referred to individually as a "Party" and collectively as the "Parties". This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq. The list of Parties is as follows, and shall be updated by Addendum to this Agreement, as necessary:

- Towamencin Township, Montgomery County, Pennsylvania;
- Hatfield Township, Montgomery County, Pennsylvania;
- Worcester Township, Montgomery County, Pennsylvania;
- Skippack Township, Montgomery County, Pennsylvania; and
- Lower Providence Township, Montgomery County, Pennsylvania.

Section 1. Background.

A. The Parties have a mutual interest in restoring the impaired waters of the Skippack Creek Watershed ("Watershed"), and have been mandated by the Commonwealth of Pennsylvania, Department of Environmental Protection ("PADEP") and the United States Environmental Protection Agency ("USEPA"), through the Municipal Separate Storm Sewer System ("MS4") permit process, to reduce sediment loading from waste load allocations ("WLA") for the Watershed that are established by the Plan.

B. The Parties recognize that the issues associated with the MS4 permit compliance are too large for any one Party to effectively address, and, therefore, commit to work together in a mutually cooperative, beneficial and respectful manner to develop the Plan to establish the WLA for the Watershed and implement the BMP Projects to reduce sediment loading consistent with the Plan. The Parties agree that the Plan shall be generally in accordance with the Skippack Creek Watershed Multi-Municipal Pollution Reduction Plan ("Plan") attached hereto as Exhibit "A", and that each Party is committed to using the Plan to construct and implement the individual BMPs within its municipal boundaries, in accordance with the terms of this Agreement.

C. The Parties desire to achieve the pollutant reductions required by the PADEP and the USEPA, to achieve improved water quality in the Watershed.

D. The Plan includes implementing the BMP Projects and policies to reduce any existing deleterious characteristics and practices, including remediating degraded physical conditions in the Watershed, replacing or improving existing storm water management structures, implementing new practices and constructing facilities, or other similar projects to enhance the impaired surface waters in the Watershed.

E. The Parties agree the BMP Projects have been assessed and will be prioritized based on the anticipated ability to provide results that achieve the goals of the Plan and the requirements of the MS4 permit.

Section 2. Agreement to Prepare and Approve the Plan and Determine Projects.

A. The Parties hereby agree to jointly: (1) submit the Plan to the PADEP and USEPA for approval; (2) undertake the completion of the BMP Projects identified on the scheduled attached hereto Exhibit "B" in accordance with the Plan and this Agreement; and (3) identify, define and determine, through the implementation of the Plan, any Alternate BMP Projects that should be considered for implementation. Any changes to the Plan shall require an addendum to this Agreement approved by all Parties hereto and PaDEP.

Section 3. Administration and Organization.

A. Effective Date.

1. The Effective Date of this Agreement shall be ____, 2022 by which time all Parties shall have: (i) adopted a resolution in a form substantially similar to the form attached hereto as Exhibit "C" authorizing the execution of this Agreement; and (ii) executed this Agreement.

B. Term. Following approval of the Plan by PADEP and USEPA, the Parties will be issued an MS4 permit ("MS4 Permit"), which shall be valid for a period of five (5) years. The term of this Agreement shall be one 5-year MS4 Permit term (the "Term"). All Parties approving this Agreement must participate for the entire Term. The Parties shall have the option of participating in this alliance pursuant to this Agreement, and any amendments thereto, for additional MS4 Permit terms through the adoption of a resolution indicating such Party's continued participation, at least one (1) year prior to the expiration of the immediately preceding term (each such additional MS4 Permit term to be considered an "Additional Term"). Any Additional Term shall require unanimous approval of all Parties hereto and PaDEP.

C. Party Representation.

1. Management Committee. Participation in the Plan, the BMP Projects and any Future BMP Projects shall be through the Management Committee. The governing body of each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee. The name of and contact information for each representative and alternate shall be provided to the Parties in writing, as well as any subsequent changes to the same. The alternate shall be entitled to participate fully in all meetings of the Management Committee, but may vote only when the primary voting representative is unavailable. The members of the Management Committee shall serve for an indefinite term at the discretion of the governing body that has appointed such member as so elected to office. The members of the Management Committee shall regularly report to their respective governing body, and provide drafts of materials prepared for and by the Management Committee to the governing body for each Party. Where there is a vacancy on the Management Committee for any reason, the Party responsible to fill such vacancy shall appoint a new primary voting representative or alternate, as

the case may be, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.

2. Officers. The Management Committee shall elect officers, to include a Chairperson, a Vice Chairperson and a Secretary. The Secretary shall serve as the clerk to the Management Committee, record and preserve the minutes of any and all meetings and keep all other records of the Management Committee. The Officers shall be elected annually during the Term and any Additional Terms of this Agreement, unless he or she resigns as an officer, at which time the Management Committee shall elect a member to fill such position.

D. Administration.

1. Activities of the Management Committee:

i. The Officers shall administer the activities of the Management Committee, which shall include, at a minimum, the following:

- (1) Holding regular meetings.
- (2) Preparation and circulation of minutes to all Parties from all Management Committee meetings.
- (3) Review and comment on draft documents, reports and other written materials related to the Plan, the BMP Projects and any Alternate BMP Projects.
- (4) Approve and recommend submission of any Amendments to the Plan to the Parties for potential submission to PADEP and USEPA.
- (5) Identify Alternate BMP Projects and recommend to the Parties incorporation of such projects into the Plan for the current permit term or future permit terms, as necessary and appropriate.
- (6) Review and submit progress reports to the Parties for submission to PADEP and USEPA, as required.
- (7) Recommend the proposed prioritization of the BMP Projects and Alternate BMP Projects and a timeline for the completion of such projects during the Term and any Additional Term.
- (8) Review costs, fees and expenses related to the Plan, the BMP Projects and any Alternate BMP Projects and provide information to each Party.
- (9) Recommend such other action to the Parties as may be necessary to implement the Plan, the BMP Projects and any Alternate BMP Projects, and meet the requirements of the MS4 Permit.

(10) Retain and destroy all records in conformity with the laws of the Commonwealth of Pennsylvania governing the retention and disposition of municipal records and in conformity with the requirements in the MS4 Permit(s).

2. Meetings; Purpose. The Management Committee shall organize and schedule regular meetings of the Management Committee, which shall occur no less frequently than quarterly. Management Committee members shall be entitled to attend meetings of the Management Committee, following advance written notice to all members of the Management Committee by regular mail, facsimile or email. The purpose of the meetings shall be to conduct the following activities as necessary:

- i. Review and comment on, and, when necessary, make recommendations regarding Amendments of the Plan and the implementation of BMP Projects.
- ii. Present progress reports related to the Plan and the BMP Projects to the Parties.
- iii. Review, comment on, and make recommendations related to any Alternate BMP Projects.
- iv. Review financial reports related to the implementation of the BMP Projects.
- v. Present reports to the Parties for submission PADEP, USEPA and other agencies, as required.
- vi. Present, discuss, and provide recommendations regarding other business pertaining to the Plan, the BMP Projects and recommendations related to any Alternate BMP Projects. It is specifically understood that the Committee shall not have any authority to modify the Plan absent an addendum to this Agreement approved by all Parties hereto and approval of PADEP.

3. Official Action; Quorum; Voting. Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of members of the Management Committee in attendance. Each primary voting member or alternate, as appropriate, in attendance shall be entitled to one (1) vote on all matters addressed at a meeting for which a vote is taken. A quorum (more than 50% of Management Committee members as represented by a voting representative, whether the primary voting representative or an alternate) is necessary for the Management Committee to take official action.

4. Compliance with Applicable Law. The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. Specifically, and without limitation to the foregoing, the Management Committee shall comply with applicable requirements of Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

E. Administration of BMP Projects.

1. As indicated above, the BMP Projects approved for completion during the Term of this Agreement are identified on the schedule attached hereto as Exhibit "B". The Party within whose municipal boundaries a BMP Project is located shall be responsible for all design, bidding, contract administration, construction management and other services required in connection with the complete construction of that BMP Project. The Management Committee shall have the authority to prioritize and evaluate the timing for completion of the BMP Projects during the Term of this Agreement, and shall select and report to the Parties the BMP Projects to be commenced and/or completed on a yearly basis during the Term. At a minimum, the Management Committee shall identify to be completed a sufficient number of the BMP Projects to achieve compliance with the minimum wasteload reduction requirements imposed upon the Parties during the Term of this Agreement by the PADEP and USEPA, as more specifically set forth in the Plan and the MS4 Permit. The Management Committee shall also be authorized to receive, consider, evaluate and recommend to the Parties for approval by the Parties Alternate BMP Projects to replace one or more of the BMP Projects as the same may be presented to the Management Committee from time to time during the Term of this Agreement.

F. Financing; Party Contributions.

1. Plan Costs and Expenses. Each Party shall share equally in the costs and expenses related to the completion, approval and submission of the Plan, including all costs and expenses associated with any professional services rendered in connection with the Plan.

2. Project Construction Costs and Expenses. Each Party shall share in the costs and expenses to design, obtain permits/approvals and construct the BMP Projects, any Alternate BMP Projects and any Total Replacement (defined below), including all costs and expenses associated with any professional services rendered in connection with the design, permitting, construction and implementation of such BMP Projects or Alternate BMP Projects ("Shared Expenses"), pursuant to the cost sharing methodology and table attached hereto as Schedule 1.

3. Maintenance and Repair Obligations; Capital Contribution. Routine maintenance and repair for a BMP Project or Alternate BMP Project shall be the responsibility of the Party within whose boundaries which the BMP Project or Alternate BMP Project is located. Any total replacement, retrofit or reconstruction of a BMP Project or an Alternate BMP Project ("Total Replacement") to restore proper functioning, or as may be required by PADEP, USEPA or any other regulatory agency with jurisdiction, shall not be considered routine maintenance and repair, and shall be paid for as per Schedule 1.

4. Reimbursement. The Party incurring Shared Expenses shall invoice the other Parties monthly for Shared Expenses incurred during the Term and any Additional Term in accordance with Schedule 1. Payment shall be due on or before 45 days following the date of such invoice for any Shared Expense. Any disputes between the Parties which arises in connection with Shared Expenses ("Shared Expense Dispute") will be brought before the Management Committee by the Party challenging the Shared Expense allocation by way of a written objection identifying the disputed portion of the Shared Expense with sufficient specificity for the Management

Committee to make a recommendation for resolution of the Shared Expense Dispute. The Management Committee may ask any of the Parties for additional information related to a Shared Expense Dispute to aide in the resolution thereof. Within 45 days after receipt of a Shared Expense Dispute, the Management Committee will recommend a resolution of the Shared Expense Dispute. In the event that a recommended Shared Expense Dispute is not accepted by a Party, that Party may bring the Shared Expense Dispute before the Montgomery County Court of Common Pleas as breach of contract or such other cause of action deemed appropriate by that Party.

5. Grant Funding. The Parties agree to cooperate on and make application for any and all grant opportunities that may be available to pay for costs and expenses associated with the construction of the BMP Projects and any Alternate BMP Projects ("Grants"). The costs for preparation and submission of grant applications and administration of a grant is considered part of the total Shared Expense for the BMP Project(s). Each Party and the Management Committee shall pass a resolution in support of any Joint Grant application(s). Any Grant monies received shall be applied as appropriate to reduce the total Shared Expenses for the BMP Project(s) included in the grant. In the event that a Reimbursement Grant will provide funding for a BMP Project or any Alternate BMP Project in an amount exceeding \$200,000 in up-front costs, each Party hereto shall, at the request of the municipality in which the BMP Project or Alternate BMP Project is located, pay its proportional share of the upfront costs, which shall be reimbursed consistent with the terms of the Reimbursement Grant. If there is a Reimbursement Grant that is less than \$200,000 in up-front costs, the municipality in which the BMP Project or Alternate BMP Project is located shall be responsible for all up-front costs associated with the Reimbursement Grant.

G. Party Consultants; Third-party Consultants. Except for Shared Expenses, each Party shall be responsible for the payment of the costs, expenses and fees of its own professional consultants incurred in connection with this Agreement. The Parties may, from time to time, agree to retain third-party consultants to perform work on behalf of the Parties in furtherance of this Agreement, as set forth herein.

Section 4. Credit Against Sediment Loading Reduction Requirements.

In order to achieve compliance with any individual sediment reduction requirements placed upon a Party by the PADEP or USEPA, or pursuant to any MS4 Permit issued to a Party, the sediment reduction credit for the total sediment loading reduction in the Watershed that results from the construction and implementation of the BMP Projects and any Alternate BMP Projects completed pursuant to this Agreement shall be distributed in accordance with the percentages in Schedule 2 for each Project regardless of where the Project is located.

Section 5. Amendments.

The Parties agree and affirm that any amendments to this Agreement (including Exhibits A and B) and/or, the Plan (including the BMP Projects and the inclusion of any Future BMP Projects), requires review and approval by their respective governing bodies.

Section 6. Applicable Law.

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

Section 7. Integration.

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

Section 8. No Oral Modification.

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party, and as required by any applicable law of the Commonwealth of Pennsylvania.

Section 9. Severability.

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

Section 10. Default

In the event that any Party hereto defaults in its obligations as set forth in this Agreement including, but not limited to, failure to allocate necessary funding for any BMP Project or Alternate BMP Project in the time frame as set forth in Schedule 1, and as modified in the future consistent with the terms herein, the Management Committee shall make a recommendation as to whether such Party is in default of this Agreement. The Governing Body of each Party hereto shall thereafter pass a resolution evidencing its determination as to whether such Party is in default of the terms of this Agreement. Any Party hereto found to be in default by a majority of the Parties hereto ("Defaulting Party") shall be subject to any or all of the following:

- A. The Parties hereto may bring suit in law or in equity in the Court of Common Pleas of Montgomery County seeking specific enforcement of the terms of this Agreement, injunctive relief, declaratory relief, or any appropriate relief, including, but not limited to, allocation of appropriate funds for any BMP Projects or Alternate

BMP Projects and, if appropriate, completion of any BMP Projects or Alternate BMP Projects, by the Defaulting Party.

1. If a Defaulting Party is subject to a final order to allocate funding and/or complete any BMP Project or Alternate BMP Project, the Defaulting Party shall be responsible for any costs incurred by the remaining Parties to ensure compliance with the terms of this Agreement, including reasonable attorneys' fees.
 2. The non-Defaulting Parties shall select one (1) attorney or Firm to represent the interests of all non-Defaulting Parties in such litigation. All non-Defaulting Parties shall be proportionally responsible for all litigation costs, including attorneys' fees, unless and until such costs are reimbursed by the Defaulting Party.
- B. The Defaulting Party shall be fully responsible for any and all costs related to any enforcement action initiated by the PADEP and USEPA, including any fines or penalties incurred as a result of the default.

Section 11. Representation by Counsel.

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

Section 12. Counterparts.

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

TOWAMENCIN TOWNSHIP

By: _____

Attest: _____

HATFIELD TOWNSHIP

By: _____

Attest: _____

SKIPPACK TOWNSHIP

By: _____

Attest: _____

LOWER PROVIDENCE TOWNSHIP

By: _____

Attest: _____

WORCESTER TOWNSHIP

By: _____

Attest: _____

EXHIBIT "A"

Skippack Creek Watershed Multi-Municipal Pollution Reduction Plan

EXHIBIT "B"

BMP Projects

EXHIBIT "C"

Form of Adoption Resolution

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

RESOLUTION NO. 22 - _____

**A RESOLUTION AUTHORIZING ENTERING INTO AN
INTERGOVERNMENTAL AGREEMENT FOR THE
IMPLEMENTATION OF A JOINT POLLUTION
REDUCTION PLAN AND JOINT BMP STORM WATER
MANAGEMENT ACTIVITIES FOR THE SKIPPACK
CREEK WATERSHED**

WHEREAS, Towamencin Township, Hatfield Township, Worcester Township, Skippack Township and Lower Providence Township (collectively the "Parties") have a mutual interest in restoring the impaired waters of the Skippack Creek Watershed ("Watershed"), and have been mandated by the Commonwealth of Pennsylvania, Department of Environmental Protection ("PADEP") and the United States Environmental Protection Agency ("USEPA"), through the Municipal Separate Storm Sewer System ("MS4") permit process, to reduce sediment loading from waste load allocations ("WLA") for the Watershed;

WHEREAS, the Parties recognize that the issues associated with the MS4 permit compliance are too large for any one of the Parties to effectively address;

WHEREAS, the Parties are committed to working together in a mutually cooperative, beneficial and respectful manner to implement a Multi-Municipal Pollution Reduction for the Skippack Creek ("Plan") to implement the Best Management Practices ("BMP") projects to reduce sediment loading consistent with the Plan; and

WHEREAS, the Parties desire to establish an intermunicipal Management Committee, prioritize BMP projects and share costs of construction of BMP projects as set forth in greater detail in that certain Intergovernmental Agreement for the Implementation of a Joint Pollution Reduction Plan and Joint BMP Storm Water Management Activities for the Skippack Creek Watershed attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of _____ Township as follows:

1. The Board of Supervisors hereby agrees to enter into the Agreement and authorized the Chairperson of the Board to execute the Agreement on behalf of _____ Township.

APPROVED at the public meeting of the Board of Supervisors of _____ Township held on the _____ day of _____, 2022.

BOARD OF SUPERVISORS OF
_____ TOWNSHIP

By: _____
 , Chairperson

Attest: _____
 , Secretary

SCHEDULE 1

Project Cost Sharing Table

The table below summarizes the cost sharing between the Parties.

| Municipality | Cost Share Percentage |
|---------------------|------------------------------|
| Hatfield | 9.73% |
| Lower Providence | 17.61% |
| Skippack | 12.21% |
| Towamencin | 44.20% |
| Worcester | 16.25% |
| Total | 100% |

SCHEDULE 2

Sediment Reduction Distribution

The table below provides the Sediment Reduction Distribution for each completed project:

| Municipality | Current Sediment Load (lbs/yr) | Sediment Reduction Distribution Percentage |
|---------------------|---|---|
| Hatfield | 479,986 | 5.2 % |
| Lower Providence | 1,414,072 | 15.3 % |
| Skippack | 1,660,750 | 18.0 % |
| Towamencin | 3,574,083 | 38.7 % |
| Worcester | 2,107,028 | 22.8 % |
| Total | 9,235,919 | 100 % |

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-15

**A RESOLUTION TO GRANT PRELIMINARY APPROVAL OF
HUGANIR PROPERTY SUBDIVISION PLAN**

WHEREAS, Mikelen, LLC ("Applicant") has submitted a Plan of Subdivision and Land Development to Worcester Township and has made application for Preliminary Plan Approval of the Plan known as Huganir Property Subdivision. The Applicant is the equitable owner of two parcels totaling approximately 17.79 acres situate off of Artmar Road. Parcel A is located within the R-100 Zoning District, being Tax Parcel No. 67-00-04162-001 and Parcel B is located within the R-75 Zoning District, being Tax Parcel No. 67-00-00103-001, as more fully described in Deeds recorded in the Montgomery County Recorder of Deeds Office; and,

WHEREAS, the Applicant proposes to subdivide the 17.79 acre parcels into 9 individual lots, Lots 1 - 8 will be building lots containing new single-family detached dwellings, and Lot 9 will be retained by the current owner, John Huganir, (the "Development"); and

WHEREAS, said plan received a recommendation for Preliminary Plan Approval by the Worcester Township Planning Commission at their meeting on February 28, 2022; and

WHEREAS, the Preliminary Plan of Subdivision and Land Development was prepared by Bursich Associates, sheets 1 through 29, inclusive, dated November 30, 2021 and last revised March 3, 2022; Post-Construction Stormwater Management Plan consisting of 7 sheets dated November 30, 2021 and last revised March 3, 2022, and a Storm Water Management Report dated November 2021, last revised March 2022; and

WHEREAS, the Preliminary Plan is now in a form suitable for Preliminary Plan Approval (the "Plan(s)" or "Preliminary Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

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

1. Approval of Plan. The Preliminary Plan proposed by Bursich Associates as described above is hereby granted Preliminary Approval, subject to the conditions set forth below.
2. Conditions of Approval. The approval of the Preliminary Plan is subject to strict compliance with the following conditions:
 - A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of April 6, 2022, relative to the Plan.
 - B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of January 19, 2022.
 - C. Compliance with all conditions set forth in the Decision and Order of the Worcester Township Zoning Hearing Board entered on May 24, 2022.
 - D. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. review letter of April 11, 2022.
 - E. Payment to the Township of a Traffic Impact Fee, in the total amount of \$25,000.00, which shall be paid on a per lot basis and at the time of submission of a building permit application for each of the dwellings to be built on 8 lots, in the amount of \$3,125.00 per lot.
 - F. Payment to Worcester Township of a voluntary contribution in the amount of \$32,000.00 in-lieu-of required plantings, pursuant to the waiver contained in Paragraph 3.D. below.
 - G. Payment to Worcester Township of a voluntary contribution in-lieu of required sidewalk and curb installation pursuant to the waivers contained in Paragraph 3.A. and 3.B. below; such amount shall be determined by the Township engineer at final plan approval.
 - H. Applicant shall purchase 8 EDUs at \$3,200.00 per EDU. The total amount due of \$26,500.00, which shall be paid prior to recording the Final Plan.

- I. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, the receipt of will-serve letters from all applicable utilities, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- J. In the event the Applicant elects to proceed with construction of the Development in phases, the record Plan shall be revised to reflect only the applicable phase or phases ("Phase Plan"); prior to recording the Final Plan or any Phase Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township for the applicable phase or phases. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.
- K. Prior to recording the Final Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code, in form satisfactory to the Township Solicitor.
- L. Following approval of the Final Plan, the Applicant shall provide to the Township for signature that number of Final Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.
- M. The Applicant shall provide a copy of the recorded Final Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.

- N. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Final Plan recording.
 - O. The Development shall be constructed in strict accordance with the content of the Final Plan, notes on the Plan and the terms and conditions of this Resolution and the Resolution of Final Plan Approval.
 - P. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Resolution, the Final Approval Resolution, and any required agreements shall be borne entirely by the Applicant, and shall be at no cost to the Township.
 - Q. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hour notice prior to the initiation of any grading or ground clearing, whether for the construction of public improvements or in connection with any portion of the Development.
 - R. Applicant understands that it will not be granted Township building or grading permits until the Final Plan, financial security, and all appropriate development and financial security agreements, easements, and other required legal documents are approved by the Township and recorded with the Montgomery County Recorder of Deeds and all appropriate approvals and/or permits from Township or other agencies for the above mentioned project are received. Any work performed on this project without the proper permits, approvals, and agreements in place will be stopped.
 - S. Applicant shall execute a Stormwater Management BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.
3. **Waivers.** Unless stated otherwise in this Resolution, this Preliminary Plan Approval shall not constitute the granting of any additional waivers or deferrals except as set forth herein. All additional requested waivers and deferrals will be considered at the time of Final Plan Approval. If the Final Plan is not compliant with the Zoning or Subdivision and Land Development Ordinance of the Township, then this approval does not grant permission for said noncompliance because at the time of Final Plan Approval, the Township will either permit the noncompliance by additional waivers

or will deny the additional waiver request and, possibly, deny the Final Plan.

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

- A. § 130-18.A of the Worcester Township Subdivision and Land Development Ordinance - a waiver from installing sidewalk along the frontage of Artmar Road and the south side of Road A to lot 6.
 - B. § 130-18.B of the Worcester Township Subdivision and Land Development Ordinance - a waiver from installing curb along the site frontage of Artmar Road and the extension of Windy Hill Road cul-de-sac;
 - C. § 130-27.B.4 of the Worcester Township Subdivision and Land Development Ordinance - waiver from providing street lights;
 - D. § 130-28.F.7. of the Worcester Township Subdivision and Land Development Ordinance - waiver for replacement of all trees over 6" caliber in excess of the permitted 25% removal;
 - E. § 130-28.G.5 of the Worcester Township Subdivision and Land Development Ordinance - waiver to permit existing vegetation to meet the landscape buffering requirements for buffers 2 through 8;
 - F. § 130-16.E.8 of the Worcester Township Subdivision and Land Development Ordinance - waiver to allow 20' curb radius on the eastern side of Road A intersection with Artmar Road;
 - G. § 129-18.C(2) of the Worcester Township Stormwater Management Ordinance - partial waiver to allow the use of HDPE for storm sewer piping in lieu of RCP outside of streets/right-of-ways; and
 - H. § 129-18.H(9) of the Worcester Township Stormwater Management Ordinance - waiver to permit basins to have a 3:1 slope on both the inner and outer berms.
4. **Acceptance.** The Conditions of Approval set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.
 5. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

BE IT FURTHER RESOLVED that the Plan shall be considered to have received Preliminary Plan Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff. This approval **DOES NOT** represent nor constitute Final Plan Approval. Any changes to the approved site Plan will require the submission of an amended site Plan for land development review by all Township review parties.

RESOLVED and **ENACTED** this 15th day of June, 2022 by the Worcester Township Board of Supervisors.

FOR WORCESTER TOWNSHIP

By: [Signature]
Rick DeLello, Chairman
Board of Supervisors

Attest: [Signature]
Tommy Ryan, Secretary

ACCEPTANCE

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

MIKELEN, LLC

Date: 6/24/22

By: [Signature]
Leonard DeGrillo, Jr.
(PRINT NAME AND TITLE)

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

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

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

WHEREAS Mikelen, LLC has proposed the development of a parcel of land identified as
land developer

Huqanir Property Subdivision, and described in the attached Sewage Facilities Planning Module, and
name of subdivision
proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify).

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

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

(Signature), Secretary, Worcester

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2022-16, adopted, June 15, 20 22.

Municipal Address:

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

Seal of
Governing Body

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-17

**A RESOLUTION FOR THE REIMBURSEMENT OF
EXPENSES FOR THE PURCHASE OF PROPERTY**

WHEREAS, Worcester Township (the "Township") expects to issue approximately \$2,045,000 principal amount of its general obligation bonds or notes (the "Bonds") to provide funds for the purchase of the property located at 3335 Fisher Road, Worcester Township (the "Project"); and,

WHEREAS, the Township expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project prior to the issuance of the Bonds for the purpose of financing costs associated with the Project on a long-term basis; and,

WHEREAS, the Township reasonably expects that certain of the proceeds of the Bonds will be used to reimburse the Reimbursement Expenditures; and,

WHEREAS, this Resolution is intended to constitute a statement of "Official Intent" pursuant to Treasury Regulation §1.150-2.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Worcester Township as follows:

1. The Township finds and determines that the foregoing recitals are true and correct.
2. In accordance with Treasury Regulation §1.150-2, the Township hereby states its official intent that a portion of the proceeds of the Bonds will be used to reimburse itself for Reimbursement Expenditures. This declaration does not bind the Township to make any expenditure, incur any indebtedness, or proceed with the Project.
3. The Township intends to reimburse itself for Reimbursement Expenditures through the incurrence of debt to be evidenced by the Bonds. All expenditures to be reimbursed will be capital expenditures (as defined in Treasury Regulation §1.150-1(b)) or certain other expenditures qualifying pursuant to Treasury Regulation §1.150-2(f).
4. The maximum principal amount of the Bonds expected to be issued for the Project and to reimburse the Reimbursement Expenditures is \$2,045,000 including the costs of issuance of the Bonds, but exclusive of original issue discount.
5. Once the Bonds are issued, the Township shall allocate, or cause to be allocated, Bond proceeds to reimburse the Reimbursement Expenditures; provided that, except as permitted under Treasury Regulation §1.150-2(f), such costs to be reimbursed were paid not more than 60 days prior to the date hereof, except to the extent that such costs constitute preliminary costs within the meaning of Treasury Regulation §1.150-2(f). Such allocation shall specifically identify the actual expenditure to be reimbursed and shall occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service, but in no event more than three years after the expenditure is paid.

6. The Bond proceeds used to reimburse the Issuer for original expenditures will not be used within one year after the allocation in a manner that results in the creation of replacement proceeds (as defined in the Treasury Regulation §1.148-1) for the Bonds or for other bonds.
7. With the exception of construction loan advances to be repaid with the proceeds of Bonds, the Issuer will not use the proceeds of the Bonds to reimburse, refinance or refund an original expenditure paid by another obligation (either tax exempt or taxable).

RESOLVED THIS 20TH OF JULY, 2022.

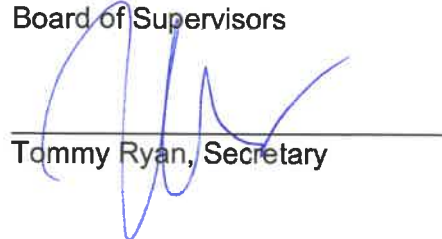
FOR WORCESTER TOWNSHIP

By:



Rick DeLello, Chair
Board of Supervisors

Attest:



Tommy Ryan, Secretary

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-18

A RESOLUTION OF THE WORCESTER TOWNSHIP BOARD OF SUPERVISORS AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY CONSISTING OF APPROXIMATELY 40.6 ACRES, MORE OR LESS, SAID TRACT BEING TAX PARCEL NO. 67-00-01144-00-4; 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.

WHEREAS, Worcester Township (hereinafter the “Township”) has identified a certain tract and parcel of ground consisting of approximately 40.6 acres, more or less, being Tax Parcel No. 67-00-01144-00-4, which the Township desires to acquire and incorporate into its lands to be utilized as and for park and recreation or such other public purpose permitted by law; and

WHEREAS, Worcester Township does hereby express its intention to acquire said property by the exercise of its right of Eminent Domain, if appropriate, but has entered into negotiations with the current record title owner of said tract who has indicated its willingness to enter into an agreement whereby the Township would acquire said tract and utilize the same as Township park and recreation or such other public purpose permitted by law; and

WHEREAS, Worcester Township hereby confirms, acknowledges and affirms its desire to acquire said tract; and

WHEREAS, Worcester Township does hereby authorize the appropriate parties, individuals, and officers of the Township, including its Solicitor and Manager, to execute any and all documents, papers, writings or instruments necessary to complete the transfer, including the preparation, execution and recording of any and all documents necessary to acquire title to the same by the preparation and filing of a Declaration of Taking, or acceptance of a Deed-in-lieu of Condemnation or otherwise.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by Worcester Township, as follows:

1. That the appropriate parties, individuals, and officers of the Township shall prepare, finalize and execute a Declaration of Taking, or, in the alternative, a Deed-in-lieu of Condemnation to acquire approximately 40.6 acres, more or less, being Tax Parcel No. 67-00-01144-00-4 as further described in the legal description attached hereto and incorporated herein as Exhibit “A”.

2. That the appropriate persons, individuals and officers of the Township prepare, execute and finalize any and all documentation necessary to secure title to said tract, the same to be utilized by Worcester Township as and for public park and recreation use or such other public purpose permitted by law.
3. And further authorizing Worcester Township, its agents, servants, and employees to negotiate, prepare, execute, record and do all other actions necessary to obtain title to the said tract to be utilized by Worcester Township as and for public park and recreation use or such other public purpose permitted by law.

BE IT RESOLVED THIS 17TH DAY OF AUGUST, 2022.

FOR WORCESTER TOWNSHIP

By: 
Rick DeLello, Chair
Board of Supervisors

Attest: 

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN message or tenement and two tracts of land, situate in the Township of Worcester, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1 with the buildings, BEGINNING at a corner of Jacob Metz, now Samuel Yerger's land, and in the middle of a public road; thence along the latter and land of Joseph H. Tyson, now Isaac Schultz and William G. Freed, now Hiram K. Kriebel North 49 degrees West 50.1 perches to a stone corner of the next hereinafter described tract; thence by the same North 41 degrees East 128.1 perches to a corner; formerly John Hendrick's land; thence by land of Henry Witman, now Mr. Silverman, and also Benjamin Rosenberger, now Bustard Bros., South 49 degrees East 52.1/4 perches to a corner of Jacob Metz now Samuel Yerger's land; thence by the same the three following courses and distances, to wit: South 40-1/2 degrees West 72.4 perches to a corner, North 49 degrees West 3 perches to a corner; thence South 40-1/2 degrees West 56 perches to the place of beginning.

TRACT NO. 2, BEGINNING at a stone a corner of late John Hendricks now Henry Espenship's land; thence by the tract hereinabove described South 41-1/4 degrees West 50 perches to a stone in the aforesaid public road; thence along the same North 48 degrees West 6 perches to a corner of Henry Bean and Henry Keeler, and late of Abraham K. Weigner, now of the said William G. Freed's land or Hiram K. Kriebel; thence along the same North 48 degrees East 50.65 perches to the place of beginning.

EXCEPTING THEREFROM AND THEREOUT:

ALL THAT CERTAIN lot or piece of ground Situate in Worcester Township, Montgomery County, Commonwealth of Pennsylvania and described according to a certain plan thereof made for John M. and Elizabeth S. Tyson made by John E. Burkhardt and Associates, Registered Professional Surveyors dated March 29, 1958, as follows to wit:

BEGINNING at a point on the Southwesterly side of Morris Road (50 feet wide) said point being at the distance of 754.62 feet measured Northwestwardly along the Southwesterly side of Morris Road from a point formed by its intersection with the center line of Wentz Church Road; thence extending from said point of beginning South 42 degrees 10 minutes West 200 feet to a point in line of land now or late of Karcher; thence extending North 47 degrees 50 minutes West along the aforesaid land of Karcher 300 feet to a point in line of other land of Karcher; thence extending North 42 degrees 10 minutes East along the aforesaid land of Karcher 200 feet to a point; thence extending South 47 degrees 50 minutes East 125 feet to a point on the Southwesterly side of Morris Road aforesaid an angle in the same; thence extending South 47 degrees 50 minutes East along the Southwesterly side of Morris Road 175 feet to the first mentioned point and place of beginning.

WORCESTER TOWNSHIP
RESOLUTION NO. 2022-19

RESOLUTION TO IMPLEMENT ACT 57 OF 2022 REGARDING
PROPERTY TAX PENALTY WAIVER PROVISIONS

WHEREAS, Act 57 of 2022, amending the Local Tax Collection Law, was signed by Governor Wolf on July 11, 2022, and takes effect on October 10, 2022; and

WHEREAS, Act 57 requires taxing districts that impose taxes on the assessed value of real property to adopt a resolution or ordinance within 90 days of the effective date of the act, or not later than January 9, 2023, directing the tax collector to waive additional charges for real estate taxes in certain situations; and

NOW, THEREFORE, it is hereby resolved and enacted by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania as follows:

Pursuant to the authority of the Second Class Township Code, the Board of Supervisors hereby directs the tax collector to comply with the provisions of Act 57 and this resolution for tax years beginning on or after January 1, 2023.

DEFINITIONS:

The following words and phrases shall have the meanings given to them within this resolution unless the context clearly indicates otherwise:

Additional charge: Any interest, fee, penalty, or charge accruing to and in excess of the face amount of the real estate tax as provided in the real estate tax notice.

Qualifying event:

1. For the purposes of real property, the date of transfer of ownership.
2. For manufactured or mobile homes, the date of transfer of ownership or the date a lease agreement commences for the original location or relocation of a manufactured or mobile home on a parcel of land not owned by the owner of the manufactured or mobile home.

The term does not include the renewal of a lease for the same location.

Tax Collector: The elected tax collector for Worcester Township, Montgomery County, any authorized or designated delinquent tax collector, the Montgomery County Tax Claim Bureau, or any alternative collector of taxes as provided for in the act of July 7, 1947 (P.L.1368, No.542), known as the "Real Estate Tax Sale Law," an employee, agent or assignee authorized to collect the tax, a purchaser of claim for the tax or any other person authorized by law or contract to secure collection of, or take any action at law or in equity against the person or property of the taxpayer for the real estate tax or amounts, liens or claims derived from the real estate tax.

WAIVER:

The Tax Collector shall, for tax years beginning on and after January 1, 2023, grant a request to waive additional charges for real estate taxes if the taxpayer complies with all of the following requirements:

A. Provides a waiver request of additional charges, on a form provided by the state Department of Community and Economic Development, to the Tax Collector in possession of the claim within twelve (12) months of a qualifying event;

B. Attests that a tax notice was not received; and

C. Provides the Tax Collector in possession of the claim with one of the following:

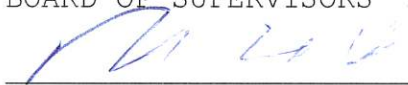
1. A copy of the deed showing the date of real property transfer; or

2. A copy of the title following the acquisition of a mobile or manufactured home subject to taxation as real estate showing the date of issuance or a copy of an executed lease agreement between the owner of a mobile or manufactured home and the owner of a parcel of land on which the mobile or manufactured home will be situated showing the date the lease commences; and

D. Pays the face value amount of the tax notice for the real estate tax with the waiver request.


RESOLVED and ENACTED this 21st day of December,
2022, by the Worcester Township Board of Supervisors.

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS



Rick DeLello, Chairman

ATTEST:



Sean Halbom, Township Secretary

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

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

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

WHEREAS Toll Mid-Atlantic L.P. Company, Inc. has proposed the development of a parcel of land identified as
land developer


Zacharczuk Tract, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

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

WHEREAS, Worcester Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

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

I  _____, Secretary, Sean Halbom
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (City) Resolution # 22-20, adopted, December 21, 2022.

Municipal Address:

Worcester Township
1721 South Valley Forge Road
Worcester, PA 19490
Telephone 610-584-1410

Seal of
Governing Body

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022-21

**A RESOLUTION TO GRANT PRELIMINARY APPROVAL OF
THE ZACHARCZUK TRACT SUBDIVISION**

WHEREAS, Toll-Mid-Atlantic LP ("Applicant") has submitted a Plan of subdivision to Worcester Township and has made application for Preliminary Plan Approval of the Plan known as the Zacharczuk Property on Skippack Pike. The Applicant is the equitable owner of approximately 34.57 acres at 2581 Skippack Pike, Worcester Township, Montgomery County, PA, in the AGR-Agricultural Zoning District, said parcel being Tax Parcel No. 67-00-03286-004, as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and,

WHEREAS, the Applicant proposes the subdivision of the property into sixteen (16) building lots to be served with a new cul-de-sac road, utilizing option 1 of the Conservation Subdivision Design (the "Development"); and

WHEREAS, said plan received a recommendation for Preliminary Plan Approval by the Worcester Township Planning Commission at their meeting on November 10, 2022; and

WHEREAS, the Preliminary Plan of Subdivision was prepared by STA Engineering, Inc. consisting of 33 sheets dated July 1, 2022 last revised October 3, 2022, an E & S Control and PCSM Plan narrative prepared by STA Engineering, Inc. dated July 1, 2022 last revised October 3, 2022, and a Stormwater Infiltration Report prepared by GTA, Inc. dated July 14, 2022, and associated documentation; and

WHEREAS, the Preliminary Plan is now in a form suitable for Preliminary Plan Approval (the "Plan(s)" or "Preliminary Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

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

1. **Approval of Plan.** The Preliminary Plan proposed by STA Engineering, Inc. as described above is hereby granted Preliminary Approval, subject to the conditions set forth below.

2. **Conditions of Approval.** The approval of the Preliminary Plan is subject to strict compliance with the following conditions:
- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of October 20, 2022, relative to the Plan.
 - B. Compliance with all comments and conditions set forth in the McMahon traffic review letter dated October 27, 2022.
 - C. Payment to the Township of a Traffic Impact Fee, in the total amount of \$71,586.00, which shall be paid on a per lot basis and at the time of submission of a building permit application for each of the dwellings to be built on 16 lots, in the amount of \$4,474.13.00 per lot.
 - D. The Open Space Stormwater Management Facilities, basins, BMPs, stormwater management pipes, and related apparatus outside of Road A right-of-way shall be maintained by the Homeowners Association. A Declaration of Covenants setting forth the Homeowners Association's obligations regarding same, in form satisfactory to the Township Solicitor and Engineer, shall be recorded contemporaneously with the Final Plan.
 - E. Payment to Worcester Township of a voluntary contribution in the amount of \$80,000 for 301 trees in-lieu-of required plantings, pursuant to the waiver contained in Paragraph 3.H below.
 - F. Prior to recording of the Final Plan, Applicant shall purchase 16 EDUs from Upper Gwynedd Township and provide confirmation of same to the Township.
 - G. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, North Penn Water Authority, and Upper Gwynedd Township Sewer Authority, the receipt of will-serve letters from all applicable utilities, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
 - H. In the event the Applicant elects to proceed with construction of the Development in phases, the record Plan shall be revised to reflect only the applicable phase or phases ("Phase Plan"); prior to recording the Preliminary/Final Plan or any Phase

Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township for the applicable phase or phases. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting financial security as required by the Pennsylvania Municipalities Planning Code, and in form satisfactory to the Township Solicitor.

- I. Prior to recording the Final Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting financial security as required by the Pennsylvania Municipalities Planning Code, and in form satisfactory to the Township Solicitor.
- J. Applicant agrees to provide Township with estimated costs for financial security and establish financial security for all public improvements, to the satisfaction of the Township engineer, prior to Final Plan recording and issuance of any building, grading or other permits. Applicant shall provide financial security, as required by the Township for all work that falls under their responsibility per the approved Plan.
- K. The Applicant shall obtain a demolition permit prior to the demolition of any existing structures.
- L. Execution of an Intermunicipal Agreement between the Township of Worcester, and the Township of Upper Gwynedd, in form satisfactory to the Worcester Township Solicitor, prior to recording of the Final Plan.
- M. Following approval of the Final Plan, the Applicant shall provide to the Township for signature that number of Final Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three

(3) Plans to the Township within seven (7) days of Plan recording.

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

3. **Waivers.** Unless stated otherwise in this Resolution, this Preliminary Plan Approval shall not constitute the granting of any

additional waivers or deferrals except as set forth herein. All additional requested waivers and deferrals will be considered at the time of Final Plan Approval. If the Final Plan is not compliant with the Zoning or Subdivision and Land Development Ordinance of the Township, then this approval does not grant permission for said noncompliance because at the time of Final Plan Approval, the Township will either permit the noncompliance by additional waivers or will deny the additional waiver request and, possibly, deny the Final Plan.

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

- A. § 130-15.2.B.(2) of the Worcester Township Subdivision and Land Development Ordinance - a waiver to not provide the common greens so the proposed development can be condensed which significantly reduced the existing tree removal;
- B. § 130-16.B.(4)(d) of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow a maximum grade from 3% to 7% along the curb line at the intersection with Skippack Pike;
- C. § 130-16.C.(1)(a)(4) of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow Road A to be 28 feet wide;
- D. § 130-16.C.(1)(a)[5][b][v] of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow the cul-de-sac length to be approximately 1,520 feet in length; an emergency access easement shall be provided to Bethel Road;
- E. § 130-16.E.(16) of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow the slope within the intersection of Road A to be 3%;
- F. § 130-18.A.1 of the Worcester Township Subdivision and Land Development Ordinance - a waiver to not provide sidewalks along Skippack Pike and Bethel Road;
- G. § 130-18.B.(1)(a) of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow the use of Belgian block curb for Road A only;
- H. § 130-28.F.(7)(b) of the Worcester Township Subdivision and Land Development Ordinance - a waiver from the requirement of

providing replacement trees if greater than 25 percent of the existing trees with a 6 inch or greater trunk diameter are removed; the Applicant shall pay a voluntary contribution in lieu thereof in the amount of \$80,000, which shall be paid prior to recording the final Plan;

- I. § 130-28.G(4)(c) of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow street trees to be planted at various locations throughout the property in addition to planting along the street rights-of-way;
- J. § 130-28.G.(5)(b) of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow existing vegetation that is to remain to count toward softening buffer requirements;
- K. § 130-16.C of the Worcester Township Subdivision and Land Development Ordinance - a waiver to allow a 38 foot to 43 foot cartway width along Skippack Pike and a 23 foot cartway width for the 50 feet of frontage along Bethel Road;
- L. § 129-18.H.(9) of the Worcester Township Stormwater Management Ordinance - a waiver to allow 3:1 maximum slope on the basin berms; the basin shall be fenced, maintained by an HOA and planted to establish a naturalized basin requiring minimum maintenance; and
- M. § 129-18.H.(10) of the Worcester Township Stormwater Management Ordinance - a waiver to allow flat bottoms in the detention basins to meet the requirements for an MRC design in accordance with current DEP standards; the basins will be planted to establish a naturalized habitat requiring minimal maintenance.

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


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

BE IT FURTHER RESOLVED that the Plan shall be considered to have received Preliminary Plan Approval once staff appointed by the Worcester Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff. This approval **DOES NOT** represent nor constitute Final Plan Approval. Any changes to the approved site Plan will require the submission of an

amended site Plan for land development review by all Township review parties.

RESOLVED and **ENACTED** this 21st day of December, 2022 by the Worcester Township Board of Supervisors.

FOR WORCESTER TOWNSHIP

By: 
Richard DeLello, Chairman
Board of Supervisors

Attest: 
Sean Halbom, Secretary

ACCEPTANCE

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

TOLL-MID-ATLANTIC LP

Date: _____

By: _____

(PRINT NAME AND TITLE)

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 22-22

**A RESOLUTION TO GRANT FINAL LAND DEVELOPMENT APPROVAL
OF HUGANIR PROPERTY SUBDIVISION PLAN**

WHEREAS, Mikelen, LLC (hereinafter referred to as "Applicant") has submitted a Plan of Subdivision and Land Development to Worcester Township of the Plan known as Huganir Property Subdivision. The Applicant is the equitable owner of two parcels totaling approximately 17.79 acres situate off of Artmar Road. Parcel A is located within the R-100 Zoning District, being Tax Parcel No. 67-00-04162-001 and Parcel B is located within the R-75 Zoning District, being Tax Parcel No. 67-0-00103-001, as more fully described in the Deed recorded in the Montgomery County Recorder of Deeds Office; and

WHEREAS, the Applicant proposes to subdivide the 17.79 acre parcels into 9 individual lots, Lots 1 - 8 will be building lots containing new single-family detached dwellings, and Lot 9 is reserved for future development (the "Development"); and

WHEREAS, said plan received a recommendation for Final Plan Approval by the Worcester Township Planning Commission at their meeting on September 22, 2022; and

WHEREAS, the Final Plan of Subdivision and Land Development was prepared by Bursich Associates, consisting of 43 sheets, dated November 30, 2021, last revised July 18, 2022; and a Storm Water Management Report dated November 2021, last revised August 2022, and Wetland Report - Wetland/Waters Determination within: Huganir Tract, Worcester Township, Montgomery County, PA, dated May 2021, is now in a form suitable for Final Plan Approval (the "Plan(s)" or "Final Plan") by the Worcester Township Board of Supervisors, subject to certain conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,

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

1. **Approval of Plan.** The Final Plan prepared by Bursich Associates as described above, is hereby granted Final Approval, subject to the conditions set forth below.

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

- A. Compliance with all comments and conditions set forth in the CKS Engineers, Inc. letter of April 6, 2022 and August 29, 2022 relative to the Plan.
- B. Compliance with all comments and conditions set forth in the Montgomery County Planning Commission review letter of February 19, 2022.
- C. Compliance with all conditions set forth in the Decision and Order of the Worcester Township Zoning Hearing Board entered on May 24, 2022 regarding Application No. 2022-04.
- D. Compliance with all comments and conditions set forth in the McMahon Associates, Inc. review letter of April 11, 2022, and August 31, 2022.
- E. Payment to the Township of a Traffic Impact Fee, in the total amount of \$25,000.00, which shall be paid on a per lot basis and at the time of submission of a building permit application for each of the dwellings to be built on 8 lots, in the amount of \$3,125.00 per lot.
- F. Payment to Worcester Township of a voluntary contribution in the amount of \$32,000.000 in-lieu-of required plantings, pursuant to the partial waiver contained in Paragraph 3.D.
- G. Payment to Worcester Township of a voluntary contribution in the amount of \$15,120.00 in-lieu of required sidewalk and curb installation pursuant to the waivers contained in paragraph 3.A. and 3.B. below;

- H. Applicant shall purchase 8 sewer EDUs at \$3,200.00 per EDU. The total amount due of \$26,500.00 shall be paid prior to recording the Final Plan.
- I. The approval and/or receipt of permits required from any and all outside agencies, including but not limited to, Montgomery County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation, the receipt of will-serve letters from all applicable utilities, and all other authorities, agencies, municipalities, and duly constituted public authorities having jurisdiction in any way over the development.
- J. In the event the Applicant elects to proceed with construction of the Development in phases, the record Plan shall be revised to reflect only the applicable phase or phases ("Phase Plan"); prior to recording the Final Plan or any Phase Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township for the applicable phase or phases. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting financial security as required by the Pennsylvania Municipalities Planning Code, and in form satisfactory to the Township Solicitor.
- K. Prior to recording the Final Plan, Applicant shall enter into a Land Development and Financial Security Agreement ("Agreement") with the Township. The Agreement shall be in a form satisfactory to the Township Solicitor, and the Applicant shall obligate itself to complete all of the improvements shown on the Plans in accordance with applicable Township criteria and specifications, as well as to secure the completion of the public improvements by posting financial security as required by the

Pennsylvania Municipalities Planning Code, and in form satisfactory to the Township Solicitor.

- L. Applicant agrees to provide Township with estimated costs for financial security and establish financial security for all public improvements, to the satisfaction of the Township engineer, prior to Final Plan recording and issuance of any building, grading or other permits. Applicant shall provide financial security, as required by the Township for all work that falls under their responsibility per the approved Plan.
- M. Applicant shall execute a Stormwater Management BMP Operations and Maintenance Agreement and Declaration of Stormwater Easement in favor of the Township, satisfactory to the Township Solicitor, which shall be recorded simultaneously with the Plan.
- N. Following approval of the Final Plan, the Applicant shall provide to the Township for signature that number of Final Plans required for recording and filing with the various Departments of Montgomery County, plus an additional three (3) Plans to be retained by the Township, and the Applicant shall have all Plans recorded, and the Applicant return the three (3) Plans to the Township within seven (7) days of Plan recording.
- O. The Applicant shall provide a copy of the recorded Final Plan in an electronic format acceptable to the Township Engineer, within seven (7) days of Plan recording.
- P. The Applicant shall make payment of all outstanding review fees and other charges due to the Township prior to Final Plan recording.
- Q. The Development shall be constructed in strict accordance with the content of the Final Plan, notes on the Plan and the terms and conditions of this Resolution.

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

3. **Waivers.** The Worcester Township Board of Supervisors hereby confirms the waivers from the provisions of the Township Subdivision and Land Development Ordinance as specifically set forth in Resolution No. 2022-15 granting Preliminary Plan Approval.

- A. § 130-18.A of the Worcester Township Subdivision and Land Development Ordinance - a waiver from installing sidewalk along the frontage of Artmar Road and the south side of Road A to lot 6.
- B. § 130-18.B of the Worcester Township Subdivision and Land Development Ordinance - a waiver from installing curb along the site frontage of Artmar Road and the extension of Windy Hill Road cul-de-sac;
- C. § 130-27.B.4 of the Worcester Township Subdivision and Land Development Ordinance - waiver from providing street lights;

- D. § 130-28.F.7. of the Worcester Township Subdivision and Land Development Ordinance - waiver for replacement of all trees over 6" caliber in excess of the permitted 25% removal;
- E. § 130-28.G.5 of the Worcester Township Subdivision and Land Development Ordinance - waiver to permit existing vegetation to meet the landscape buffering requirements for buffers 2 through 8;
- F. § 130-16.E.8 of the Worcester Township Subdivision and Land Development Ordinance - waiver to allow 20' curb radius on the eastern side of Road A intersection with Artmar Road;
- G. § 129-18.C(2) of the Worcester Township Stormwater Management Ordinance - partial waiver to allow the use of HDPE for storm sewer piping in lieu of RCP outside of streets/right-of-ways; and
- H. § 129-18.H(9) of the Worcester Township Stormwater Management Ordinance - waiver to permit basins to have a 3:1 slope on both the inner and outer berms.

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

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

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

RESOLVED and ENACTED this 21st day of December, 2022
by the Worcester Township Board of Supervisors.

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS

By: 
Rick DeLello, Chairman
Board of Supervisors

Attest:


Sean Halbom, Secretary

ACCEPTANCE

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

MIKELEN, LLC

Date: _____

By: _____

(PRINT NAME AND TITLE)

**TOWNSHIP OF WORCESTER
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2022- 23

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

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

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

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

- 1) Section I.B.4 – Added: *During their probationary period, new employees are required to successfully complete training provided by the Delaware Valley Insurance Trust, and other relevant professional organizations, as determined by the Township. Failure to successfully complete training requirements, as determined by the Township, may lead to disciplinary action, including an extension of the employee’s probationary period, or dismissal.*
- 2) Section II.B.4 – Added: *Alternate Work Schedule (AWS). At the discretion of the Township manager, full-time staff may elect to work a nine-day pay period. Those staff members who elect to opt-in to the AWS shall work an additional one (1) hour each day of the pay period and receive the 10th day off.*

Employees’ eligibility to participation in the AWS shall be determined solely by the Township manager. Certain employees may not be eligible for the AWS due to the specific nature of their position, or needs of the Township. Staff members participating in the AWS may be returned to the standard work schedule at any time based on disciplinary issues, or the needs of the Township. All grievances regarding time off related to the AWS shall rest with the Township manager, unless specifically addressed elsewhere in this handbook.


- 3) Section II.E.5 – Added: *Employees actively participating in the Alternate Work Schedule (AWS) are not eligible to also participate in the Seasonal Schedule.*
- 4) Section III.C1 – Amended: *Up to 1 year of service (12 PTO Days)*
- 5) Section III.C2 – Amended: *PTO leave will be prorated according to date of hire. For example, an employee who begins employment with the Township on July 1, 2023 will receive 6 PTO days for the period from July 1, 2023 to December 31, 2023. This employee*

will then receive 6 PTO days for the period from January 1, 2024, to June 30, 2024, and 8.5 PTO days for the period from July 1, 2024, to December 31, 2024.


- 6) Section III.F.B – Amended for grammar: “and” replaced by “or”.
- 7) Section IV.F.1 – Ammended: *Non-Public Works employees shall wear, at minimum, business casual attire during work hours, as defined by the Township manager.*
- 8) Section IV.F.3 – Ammended to provide \$150 boot allowance to public works staff up from \$125.00. *The Township shall provide one pair of safety boots to all full-time and regular part-time Public Works employees at a cost not to exceed \$150.00 per year. Employees purchasing safety shoes will be reimbursed the actual purchase amount up to \$150.00, upon supplying the Township with a receipt for the purchase.*

RESOLVED THIS 21ST OF DECEMBER, 2022.

FOR WORCESTER TOWNSHIP

By: 

Rick DeLello, Chair
Board of Supervisors

Attest: 

Sean Hallbom, Secretary