

UPPER DUBLIN TOWNSHIP RESOLUTIONS

- 1100 07/10/79 Civil Service Commission pilot program for entry level clerical staff
- 1101 08/14/79 Application for Inter-Governmental Personnel Act
- 1102 08/14/79 Welsh / Dillon / Limekiln Pike Sewer Project
- 1103 09/11/79 Snow and Ice Control Agreement with PennDOT
- 1104 11/13/79 Approves construction plans for the Maple Glen Wastewater Collection system
- 1105 11/13/79 Application to DCA to fund study for review and analyzing of job descriptions
- 1106 11/13/79 Dedication of Cedarwood Development
- 1107 11/26/79 Renews Liquor License
- 1108 12/27/79 Agrees to regulations in the Municipal Police Officers' Education and Training Commission
- 1109 12/27/79 Authorizes borrowing money in anticipation of current taxes and revenues
- 1110 01/08/80 Construction of a wastewater collection system to serve the Welsh / Dillon / Limekiln Pike area
- 1111 02/12/80 Opposes House Bill No. 1 which would establish constitutional spending limits
- 1112 04/08/80 Amends Civil Service Rules and Regulations
- 1113 03/18/80 Authorizes filing for 6th year Community Development Block Grant
- 1114 04/08/80 Authorizes Open Space Grant application with Montgomery Co.
- 1115 05/13/80 Authorizes funds for in-service training of police
- 1116 08/12/80 Endorses Consortium Articles of Agreement
- 1117 08/12/80 Dedication of Candlebrook Drive
- 1118 08/12/80 Dedication of Boden Place

1119	09/12/80	Dedication of Vance Drive
1120	09/24/80	Application for Water Quality Permit for Rapp Run Extension
1121	11/11/80	Endorses the Lower Wissahickon 201 Study
1122	12/30/80	Authorizes \$1,000,000 Tax Anticipation Loan
1123	03/10/81	No deductions during 1982 for the Police Pension Plan
1124	03/24/81	Changes Municipal Employees Pension Plan from Travelers to Prudential Insurance Co.
1125	04/20/81	Condemns Ambler Quarry
1126	04/14/81	Cooperative Agreement with Ambler Borough – expansion of Ambler Sewage Treatment Plant
1127	05/12/81	Traffic signal at intersection of Welsh and Dresher Roads
1128	06/09/81	Appointment of Public Financial Management, Inc. as financial advisors for the purpose of issuing a bond indenture for second half of 1981
1129	06/09/81	Approves transfer of construction funds to maintenance
1130	07/14/81	Adherence to the Municipal Police Officers' Education and Training Act
1131	07/14/81	Purchase of Burn Brae Swim Club adjacent to the Burn Brae Golf Course
1132	08/11/81	Authorizes the filing of an Open Space Grant in Aid application with Montgomery County
no #	08/04/81	Appointing Financial Advisors, Underwriters and Bond Counsel
1133	08/08/81	Participation in a comprehensive police stress management training program
1134	09/08/81	Snow & Ice Control Agreement for 1981-1982
1135	12/08/81	Deed of Dedication for Marlissa Estates
1136		Authorizing declaration of taking of Cheston property for purpose

		of parks and recreation
1137	02/09/82	Creation of Consortium
1138	12/29/81	Changes to 1981 budget appropriations
1139	01/13/82	Authorizes the borrowing of \$1,000,000 in anticipation of current taxes and revenues
1140		not used
1141		not used
1142	03/09/82	Phase II of the North Hills storm drainage and street improvement project
1143	03/09/82	Recommends Raymond Miller, Jr. as an honorary member of the Class of 1949 of the United States Military Academy
1144	04/13/82	Amends Community Development Block Grant Program application
1145	04/13/82	Dedication of Tannerie Run, Sections 4A & B, Garrison Drive. Conrad Pl, Tannerie Run Rd, Meetinghouse Road and Keisel Rd
1146	06/08/82	Emily Read Cheston's 95 th Birthday
1147	07/13/82	Application to program to limit number of accidents by upgrading Regulatory and Warning signs on streets
1148	11/14/82	L.T.D. Insurance Authorization
1149	11/26/82	Approval of revised subdivision plan for Tannerie Wood
1150	11/09/82	Consortium risk management
1151		Liquor License application
1152	12/14/82	Liquid Fuels for resurfacing various roads
1153	12/14/82	Authorizes Fort Washington Fire Company to engage in fund raising activities
1154	12/14/82	Authorizes Fire Chief to deputize a by-stander
1155		not used

1156		not used
1157	12/14/82	Permission of School District to dispose of North Hills Community Center property
1158	01/11/83	No deductions from Police Officers salaries to fund police pension fund
1159	12/22/82	Benefit pension plan with Travelers Insurance Co.
1160	12/22/82	Makes changes to certain appropriations
1161	12/12/82	Tax anticipation note
1162	01/11/83	92 nd Birthday of Arthur Dannenberg
1163	02/08/83	Flashing warning devices on Loch Alsh Avenue
1164	02/08/83	Dedication of Pinetown Crossing
1165	02/08/83	Keisel Woods dedication
1166	02/09/83	PA Solid Waste Management Act approval
1167		not used
1168	03/08/83	Deed of Dedication – Camphill Road
1169	04/12/83	Support of MARC
1170	04/12/83	Stop signs at Virginia Drive and Camphill Road
1171	04/12/83	Sterling Tax Rate
1172	05/10/83	Dedication of Susquehanna Woods road beds
1173	05/10/83	Dedication of Susquehanna Woods sewer easements
1174	06/22/83	Dannenberg
1175	07/12/83	Weed Ordinance
1176	07/12/83	Assistant Secretary approval
1177	07/12/83	Opposition to House Bill 796

1178	08/09/83	Blair Mill Road joint study
1179	08/09/83	Reduces Amusement Game License Fee
1180	10/11/83	Honors Henry Lee Willet
1181	10/11/83	Congratulates Ambler Gazette
1182	11/09/83	Grant-in-Aid for Mondauk Common Phase II
1183	11/09/83	Proclaims 1983-1992 as the "Decade for Disabled Persons"
1184	11/09/83	Authorizes participation in Consortium medical standards project
1185	11/09/83	Adoption of Wastewater Facilities Plan
1186	12/13/83	Resolution to accompany license application of corporations and clubs
1187	12/13/83	Authorizes Harry Wardle to execute liquor license
1188	12/13/83	Petitions court for increase in millage
1189	01/03/84	Traffic signal at Fort Washington Avenue & Limekiln Pike
1190	01/03/84	Authorizes Tax Anticipation Note
1191	01/17/84	Honors Samuel Lee
1192	02/14/84	Industrial Valley Bank as depository
1193	02/03/84	Philadelphia National Bank as depository
1194	02/14/84	Liquor license application for TVGC
1195	02/14/84	Cable TV rate increase effective 03/01/84
1196	03/13/84	Water Quality Permits for Municipal Authority – authorization to sign
1197	09/11/84	Personnel Policy
1198	04/11/84	Recognition of Duffield Town Council, Derby, United Kingdom (Student Exchange Program)
1199	04/11/84	Police Pension Plan

RESOLUTION NO. 1100

WHEREAS, there presently exists in Montgomery County, Pennsylvania a Consortium of Communities consisting of Abington, Cheltenham, Lower Merion, Lower Moreland, Plymouth, Springfield, Upper Dublin, Upper Merion, Upper Moreland, Whitmarsh and Whitpain Townships, which has as its principal function the planning for improvement in the delivery of municipal services within Montgomery County; and

WHEREAS, there is a need within the Consortium's eleven participating Townships to have a validated selection process for entry level clerical positions; and

WHEREAS, the Commonwealth of Pennsylvania Civil Service Commission is presently planning a "pilot project" to develop such a selection process; and

WHEREAS, the Commonwealth of Pennsylvania Civil Service Commission is presently considering and evaluating municipal and geographical information in order to select a site upon which to conduct the above referenced "pilot project"; and

WHEREAS, the Consortium's eleven participating Township employ not less than one hundred clerks in aggregate; and

WHEREAS, the employment of these clerks is generally in the departments of protective service, general services, purchasing, budget and administration, personnel, libraries and public works;

NOW, THEREFORE, it is the resolve of Upper Dublin Township that the Director of the Commonwealth of Pennsylvania's Civil Service Commission consider nomination of the eleven Townships within the Consortium for participation in the Commission's "pilot project" and immediately initiate a full review of the eligibility criteria and conditions of acceptance for this project with the designated representative of the said Consortium in order to establish the feasibility of the Consortium's participation in this "pilot project".

BE IT FURTHER RESOLVED that Upper Dublin Township hereby authorizes Springfield Township to serve as the designated representative on its behalf for the purpose of initiating a review of the eligibility criteria and conditions of acceptance for this project.

ADOPTED this 10th day of July A.D., 1979.

ATTEST:

Harry Wardle,
Harry Wardle, Secretary

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: Raymond H. Miller, Jr.
Raymond H. Miller, Jr.
President

RESOLUTION NO. 1101

WHEREAS, Abington Township, Cheltenham Township, Lower Merion Township, Lower Moreland Township, Plymouth Township, Springfield Township, Upper Dublin Township, Upper Merion Township, Whitpain Township, Upper Moreland Township and Whitemarsh Township have entered into an Agreement to collectively participate in a customized computerized police contract analysis and tracking service as a means of obtaining good and reliable data as to cost of service, reports suitable for presentation at negotiations, and comparisons of demographic and contract data among the participating townships; and

WHEREAS, the eleven named Townships have entered into a formal Agreement with the Labor Relations Press, P. O. Box 579, Highland Office Center, Fort Washington, Pa., 19034 for the purpose of implementing such a program creating a police tracking and cost analysis service; and

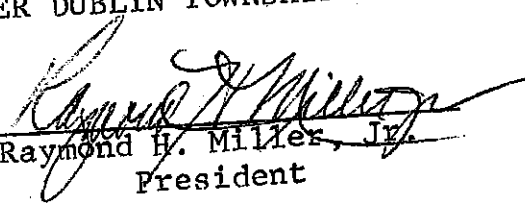
WHEREAS, the aforementioned Agreement calls for the expenditure of an amount not to exceed seven thousand, five hundred dollars (\$7,500.00), the expense of which shall be pro-rated among the eleven participants; and

WHEREAS, it is the desire of the eleven named Townships to make application to the Department of Community Affairs for an Intergovernmental Personnel Act Grant in the amount of three thousand, seven hundred and fifty dollars (\$3,750.00) to be applied against the cost of this project;

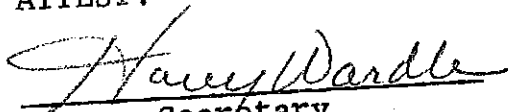
NOW, THEREFORE, BE IT RESOLVED, that Upper Dublin Township hereby authorizes Springfield Township to serve as its agent on its behalf for the purpose of making a formal application to the Department of Community Affairs for the Intergovernmental Personnel Act Grant.

ADOPTED this 14th day of August, A.D., 1979.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Raymond H. Miller, Jr.
President

ATTEST:


Secretary

RESOLUTION NO. 1102

WHEREAS, the Commissioners of Upper Dublin Township recognized the critical need for sewers in the Welsh-Dillon Road-Limekiln Pike area (Maple Glen Sewer Project); and

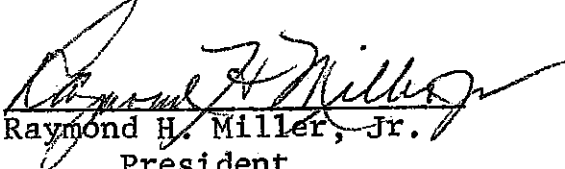
WHEREAS, Upper Dublin Township applied to the Environmental Protection Agency for a Step III Federal Grant for the construction of sewers in the Welsh-Dillon Road-Limekiln Pike area; and

WHEREAS, the grant was approved and awarded by the Pennsylvania Department of Environmental Resources in an amount not to exceed \$1,221,720.00.

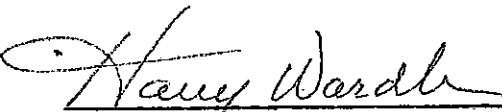
NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township resolve to enter into said Grant Agreement with the United States Environmental Protection Agency and further resolve that Marvin S. Feller, Project Manager, shall execute the Agreement on behalf of the Board of Commissioners.

RESOLVED this 14th day of August, 1979.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Raymond H. Miller, Jr.
President

ATTEST:


Harry Wardle, Secretary

RESOLUTION NO. 1103

BE IT RESOLVED by authority of the BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, and it is hereby resolved by authority of the same, that the TOWNSHIP MANAGER of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the SECRETARY be authorized and directed to attest the same.

ADOPTED this 11th day of September 1979 at a legally convened meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: Raymond H. Miller, Jr.
President

ATTEST:

Harry Wardle
Secretary

RESOLUTION

NO. 1104

WHEREAS, the Upper Dublin Township Authority has approved construction plans for the Maple Glen Wastewater Collection System dated *2/24/77 - Approved 9/25/79 (EPA)* as prepared by A.W. Martin Associates, Inc.; and

WHEREAS, the Upper Dublin Township Authority has adopted a resolution awarding the construction contract, conditioned upon the approval of the Board of Commissioners, to Marona Construction Co., 100 Trewigton Road, Colmar, Pennsylvania, providing for a total cost of construction in the sum of \$1,976,413.85 of which \$754,693.85 is determined to be the estimated local share and \$396,904.00 is determined to be the estimated assessable local share; and

WHEREAS, the Upper Dublin Township Authority, in accordance with Section 306B(s) of the Pennsylvania Municipal Authorities Act, has requested that the Board of Commissioners approve the construction plans and estimated cost of construction for the Maple Glen Wastewater Collection System; and

WHEREAS, the Board of Commissioners have reviewed the construction plans and estimated cost of construction and have determined that it is in the best interest of the Township of Upper Dublin to proceed with the recommendation of the Upper Dublin Township Authority to approve the construction plans and estimated cost of construction.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Upper Dublin hereby approve

the plans for construction of the Maple Glen Wastewater Collection System dated *2 February 1977* as prepared by A.W. Martin Associates, Inc. and the estimated cost of construction in the amount of \$1,976,413.85, of which the estimated local share is \$754,693.85 and the estimated assessable local share is \$396,904.00.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *13* day of *November* 1979.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By

Raymond J. McElroy
President

Attest:

Harry W. Walsh
Secretary

Resolution No. 1105

WHEREAS, Abington Township, Cheltenham Township, Lower Merion Township, Lower Moreland Township, Plymouth Township, Springfield Township, Upper Dublin Township, Upper Merion Township, Upper Moreland Township, Whitemarsh Township and Whitpain Township obtain funds from the Government of the United States through various sources in order to assist in their individual municipal operations; and

WHEREAS, all local governments who receive Federal assistance are now required to meet the Equal Employment Opportunity guidelines concerning Minority Employment, Affirmative Action, Job Validation and Selection Procedures; and

WHEREAS, the eleven named Townships have entered into previous agreements as a consortium for the purposes of economy and cooperative action when faced with common problems and the need for common solutions; and

WHEREAS, the Township consortium desires to undertake a study that would review and analyze the job descriptions, selection procedures, and personnel policies of each Township and suggest modifications where necessary to conform with E.E.O. Regulations and establish a written testing procedure utilizing a locally validated test for entry level positions, the cost of such a study to be no more than (\$75,000.00) seventy five thousand dollars;

NOW, THEREFORE, BE IT RESOLVED, that Upper Dublin Township hereby authorizes Springfield Township to serve as its agent on its behalf for the purpose of making a formal application to the Department of Community Affairs for a grant to fund the aforementioned study under either the Councils of Governments Assistance Program or under the Intergovernmental Personnel Act.

ADOPTED this 13 day of November, 1979.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

ATTEST:

By: Raymond J. Miller Jr.
President

Harry Ward

RESOLUTION

NO 1106

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF MEADOWBROOK AVENUE IN CEDARWOOD SUBDIVISION, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Meadowbrook Avenue as shown on Subdivision Plan 'Cedarwood', situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Township in accordance with the provisions of the Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets; and

WHEREAS, in the judgment of the Commissioners, said roads or streets are necessary for the convenience of the public.

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways. That the description of the tract is as follows:

ALL THAT CERTAIN tract or parcel of ground known as Meadowbrook Avenue, as shown on subdivision plan 'Cedarwood', Situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common

Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *13th* day of *November*, A.D. 1979.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Attest:

Harry Wardle
Secretary

BY

Charles P. Milligan
President

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Commissioners of the Township of Upper Dublin on _____, 1979, at which time there was a majority of the Commissioners in attendance, and that the adoption of the Resolution and recording of the vote thereon is duly entered upon the Minutes of said Board of Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania.

Harry Wardle (SEAL)
Secretary

1. Meadowbrook Avenue

ALL THAT CERTAIN PARCEL OR STRIP OF LAND situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plan 'Cedarwood' Prepared for Willow Grove Construction Co., dated 1/30/76 and last revised 5/20/77, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT OF CURVATURE on the northwesterly right of way line of Cedar Road in line of Lot #3, which said point of beginning is located North 38 degrees 01 minutes 30 seconds East 919.47 feet from a point a corner of other land of Willow Grove Construction Co., which said point is located North 61 degrees 42 minutes 30 seconds West 25.37 feet from a point on the center line of the aforementioned Cedar Road, 50 feet wide, which last said point is located North 38 degrees 01 minutes 30 seconds East 219.14 feet from the intersection with the center line of Argyle Avenue, 40 feet wide; thence from the point of beginning along the aforementioned Lot #3, by a curved line bearing to the left in a northeast to northwest direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency; thence still partly along Lot #3 and partly along Lot #40 North 51 degrees 58 minutes 30 seconds West 219.89 feet to a point of curvature; thence still partly along Lot #40 by a curved line bearing to the left in a northwesterly direction with a Radius of 150 feet, the Arc distance of 74.77 feet to a point of tangency; thence still partly along Lot #40, along Lots 39, 38, 37, 36, 35, 34 & 33 & partly along Lot #32 North 80 degrees 32 minutes West 635.83 feet to a point of curvature; thence still along Lot #32 by a curved line bearing to the left in a northwest to southwest direction with a Radius of 100 feet, the Arc distance of 118.16 feet to a point of tangency; thence still partly along Lot #32 and along Lots 31, 30, 29, 28 and partly along Lot #27 South 31 degrees 46 minutes West 373.55 feet to a point of curvature; thence still partly along Lot #27 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 100 feet, the Arc distance of 159.32 feet to a point of tangency, and still partly along Lot #27, along Lot #26 and partly along Land of Dr. John W. Mauchly, et ux, South 59 degrees 31 minutes East 134.10 feet to a point of curvature; thence still along land of Dr. John W. Mauchly, et ux, and partly along Lot #25 by a curved line bearing to the right in a southeast to southwest direction with a Radius of 150 feet, the Arc distance of 235.62 feet to a point of tangency; thence still partly along Lot #25 South 30 degrees 29 minutes West 10 feet to a point in line of other land of Willow Grove Construction Co.; thence along the same crossing the bed of Meadowbrook Avenue and the northeasterly terminus of that portion of Meadowbrook Avenue, as previously constructed through other land of Willow Grove Construction Co., North 59 degrees 31 minutes West 50 feet to a point a corner of Lot #24; thence along the same the three (3) following courses and distances to wit: 1. North 30 degrees 29 minutes East 10 feet to a point of curvature. 2. By a curved line bearing to the left in a northeast to northwest direction with a Radius of 100 feet, the Arc distance of 157.08 feet to a point of tangency. 3. North 59 degrees 31 minutes West 134.10 feet to a point of tangency; still partly along Lot #24, along Lots 23, 22 and partly along Lot #21 by a curved line bearing to the right in a northwest

to northeast direction with a Radius of 150 feet, the Arc distance of 238.98 feet to a point of tangency; thence still partly along Lot #21, along Lots 20, 19, 18 and partly along Lot #17 North 31 degrees 46 minutes East 373.55 feet to a point of curvature; thence still partly along Lot #17, along Lots 16, 15, land to be dedicated to Upper Dublin Township for Park Land and partly along Lot #13 by a curved line bearing to the right in a northeast to southeast direction with a Radius of 150 feet, the Arc distance of 177.24 feet to a point of tangency and still partly along Lot #13, Lots 12, 11, 10, 9, 8, 7 and partly along Lot #6 South 80 degrees 32 minutes East 635.83 feet to a point of curvature; thence still partly along Lot #6 and partly along Lot #5 by a curved line bearing to the right in a southeasterly direction with a Radius of 200 feet, the Arc distance of 99.69 feet to a point of tangency and still partly along Lot #5 and along Lot #4 South 51 degrees 58 minutes 30 seconds East 219.89 feet to a point of curvature and still along Lot #4 by a curved line bearing to the left in a southeast to northeast direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency on the aforementioned northwesterly right of way line of Cedar Road, 50 feet wide; thence along the same South 38 degrees 01 minutes 30 seconds West 70 feet to the point and place of beginning.

Being the entire bed of Meadowbrook Avenue together with all of the improvements and utilities constructed therein within the 'Cedarwood' project.

RESOLUTION NO. 1107

WHEREAS, it is the desire of the Township of Upper Dublin

(NAME OF ORGANIZATION)

to be granted a ~~New~~ - Renewal - ~~Transfer~~ - ~~Conversion~~ - ~~Amended~~ - ~~Exchange~~ - ~~Exchange~~

retail, malt, beverage and liquor

license.

(CROSS OUT ALL BUT ONE OF THE ABOVE AND ADD TYPE OF LICENSE - SEE INSTRUCTION 1)

THEREFORE, be it resolved that an application for said license to expire January 31, 1981

be filed with the Pennsylvania Liquor Control Board, and that,

(EXPIRATION DATE)

Raymond H. Miller, Jr.

(NAME OF OFFICER)

President, Board of Commissioners

(TITLE)

and - or (Strike out one - see Instruction 2)

Harry Wardle

(NAME OF OFFICER)

Township Secretary

(TITLE)

be authorized and either or both are hereby authorized to execute the necessary application and bond, and any other papers required by the Pennsylvania Liquor Control Board.

I hereby certify that the foregoing is a true and correct copy of the

Resolution adopted by

Township of Upper Dublin

(NAME OF ORGANIZATION)

at a regular or a special meeting of the organization held, or evidenced by written consents signed by all directors or members of the executive committee and on file with the secretary, on the

26th day of November, 1979

Harry Wardle
(SECRETARY)

INSTRUCTIONS

1. Cross out all of the indicated forms of application except the one corresponding to the application which you are filing with this Board, and insert the type of license which is to be issued, such as hotel, club liquor, distributor, etc.
2. If only one officer is authorized, only one name should be entered; if two officers are jointly authorized, strike out "or", if two officers are authorized and either may execute required papers, strike out "and". It is absolutely essential that the person or persons authorized above, and no others, sign the application and bond.
3. The above resolution must be actually included in the minutes of a meeting of your organization.

RESOLUTION

RESOLUTION NO. 1108

AND NOW, this 27th day of December, 19 79, the

Upper Dublin Township, of Montgomery County, Pennsylvania, being desirous of obtaining reimbursement of monies for expenses incurred pursuant to the training provisions of the Municipal Police Officers' Education and Training Act, Act 120 of 1974, hereby enacts the following RESOLUTION;

BE IT RESOLVED by the Upper Dublin Township, and it is hereby resolved by the authority of same:

THAT the Upper Dublin Township hereby agrees that while receiving any funds from the Commonwealth of Pennsylvania pursuant to said Act, the Upper Dublin Township shall adhere to the rules, regulations and training standards established by the Municipal Police Officers' Education and Training Commission.

IN WITNESS WHEREOF the Upper Dublin Township hereby authorizes the execution and attestation of this RESOLUTION the date first above written

by: Raymond H. Miller, Jr.
Raymond H. Miller, Jr.
(TYPED NAME - HEAD OF POLITICAL SUBDIVISION)

President
(TITLE - HEAD OF POLITICAL SUBDIVISION)

SEAL

ATTEST:

Harry Wardle
(SIGNATURE)

Harry Wardle
(TYPED NAME)

Secretary
(TITLE)

RESOLUTION

No. 1109

A RESOLUTION AUTHORIZING BORROWING IN ANTICIPATION OF CURRENT TAXES AND REVENUES AND THE ISSUANCE OF A TAX ANTICIPATION NOTE; ESTABLISHING THE FORM OF SUCH NOTE; APPROVING AND ACCEPTING A PROPOSAL OF THE PHILADELPHIA NATIONAL BANK TO PURCHASE THE NOTE AND AUTHORIZING THE NEGOTIATED SALE THEREOF TO SAID BANK; PROVIDING SECURITY FOR SUCH NOTE; AUTHORIZING AND DIRECTING CERTAIN OFFICIALS TO DELIVER A CERTIFICATE AS TO TAXES AND REVENUES TO BE COLLECTED, TO CAUSE TO BE MADE THE FILING REQUIRED BY LAW, TO EXECUTE AND DELIVER THE NOTE, AND TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE.

WHEREAS, it has been determined that the Township of Upper Dublin will be required to incur temporary indebtedness for the purpose of providing funds during the fiscal year 1980 for current operating expenses and debt service in the aggregate amount of \$893,000.00, in anticipation of the receipt of taxes, state subsidies and reimbursements and other current revenues in accordance with the projected budget requirements set forth in the cash forecast presented to this meeting; and

WHEREAS, a proposal has been submitted by The Philadelphia National Bank (the "Bank") to purchase Tax and Revenue Anticipation Notes aggregating said Eight Hundred Ninety-three Thousand Dollars (\$893,000.00), bearing interest at the rate of six and ninety-five one-hundredths percent (6.95%) per annum and maturing on December 31, 1980; and

WHEREAS, the aggregate principal amount of such Notes will not exceed 85% of the taxes levied for the current fiscal year and the current revenues for such year, not yet received, estimated to be received during the period when the Notes will be outstanding.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Upper Dublin (the "Issuer") as follows:

1. This Board hereby approves the incurring by the Township of temporary indebtedness, pursuant to the Local Government Unit Debt Act approved April 28, 1978 (Act No. 52), as amended (the "Act"), for the afore-said purpose in an aggregate amount not exceeding Eight Hundred Ninety-three Thousand Dollars (\$893,000.00), in accordance with the proposal of the Bank presented to this meeting. Said proposal, a copy of which shall be filed with the minutes of this meeting, is hereby approved and accepted.

2. Said temporary indebtedness shall be represented by fully registered Tax and Revenue Anticipation Notes of the Issuer (the "Notes") and such Notes shall be sold at private sale to the Bank for a sum equal to the principal amount thereof. The Notes, as to both principal and interest, shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the Maple Glen office of The Philadelphia National Bank. The Notes shall mature

(subject to prepayment without penalty) on December 31, 1980. The Notes are hereby authorized and shall bear interest, at the rate of six & ninety-five one-hundredths percent (6.95%) per annum from the date thereof to maturity or earlier prepayment calculated in relation to a year of 365 days.

3. All Notes issued under this Resolution shall be equally and ratably secured by, and there is hereby irrevocably pledged to the purchasers thereof, their successors and assigns, for the prompt payment of the principal of such Notes and the interest thereon, all of the income, revenues and receipts of the Issuer to be received during the period when the Notes will be outstanding, including, but not limited to, all taxes and all state subsidies and reimbursements payable to the Issuer during such period. There is hereby granted to such purchaser, its successors and assigns, a security interest in and a lien and charge on such income, revenue and receipts, perfected and enforceable in accordance with the terms of the Notes. This Resolution and the Act shall constitute a security agreement between the Issuer and the Bank or such other holder from time to time of the Notes.

4. The Issuer hereby covenants with the purchaser of the Notes, its successors and assigns, that no part of the proceeds of the Notes shall at any time be used directly or indirectly to acquire securities or obligations the acquisition of which would cause any of the Notes to be arbitrage bonds as defined in subsection (c) (2), as then in effect, of Section 103 of the Internal Revenue Code of 1954 of the United States of America, and regulations promulgated thereunder, and to be subject to treatment under subsection (c) (1) of said Section as an obligation the interest on which is not excludable from gross income under subsection (a) (1) of said Section.

5. The Issuer hereby warrants to the purchaser of the Notes, its successors and assigns, that it has not encumbered or pledged its income, revenues or receipts for the fiscal year to be pledged as provided in Section 3 hereof, except for the payment of debt service on its outstanding bonds and except for outstanding current operating expenses incurred for the said fiscal year for the payment of which the Notes are to be issued and sold, and further covenants that it will not, so long as the principal of or interest on any of the Notes shall remain unpaid, incur any further obligations against such income, revenues or receipts ranking prior to or on a parity with the Notes without the consent of the holders of the Notes.

6. All Notes issued hereunder shall be in substantially the same form as attached hereto.

7. The President or Vice President of this Board and the Secretary thereof are hereby authorized and directed to endorse thereon the acceptance of the Issuer of the Note Purchase Proposal of the Bank; to execute a certificate as to taxes and revenues, in the form presented to this meeting and hereby approved, and to file the same together with a certified copy of this Resolution and a true copy of the proposal of the Bank accepted by this

Resolution with the Department of Community Affairs of the Commonwealth of Pennsylvania, all as required by the Act; and to execute and file appropriate additional certificates as required by the Act.

8. The proper officers of Issuer are hereby authorized and directed to execute and deliver to the Bank financing statements under the Uniform Commercial Code relating to the Notes.

9. The President or Vice President of this Board of the Issuer are hereby authorized and directed to execute the Notes on behalf of the Issuer and the Secretary is hereby authorized and directed to affix thereto and attest the seal of the Issuer and then to deliver them on its behalf.

10. The proper officers of the Issuer are hereby authorized and directed to execute such further documents and certificates and to take such further action as they may deem necessary or proper to issue the Notes and to carry out the intent and purpose of this Resolution.

11. All resolutions and parts of resolutions insofar as they are inconsistent herewith are hereby rescinded.

RESOLVED this 27th day of December 1979.

TOWNSHIP OF UPPER DUBLIN

By *Raymond H. Miller*
President, Board of Commissioners

Attest *Harry Wardle*
Secretary

RESOLUTION

No. 1109

A RESOLUTION AUTHORIZING BORROWING IN ANTICIPATION OF CURRENT TAXES AND REVENUES AND THE ISSUANCE OF A TAX ANTICIPATION NOTE: ESTABLISHING THE FORM OF SUCH NOTE; APPROVING AND ACCEPTING A PROPOSAL OF THE PHILADELPHIA NATIONAL BANK TO PURCHASE THE NOTE AND AUTHORIZING THE NEGOTIATED SALE THEREOF TO SAID BANK; PROVIDING SECURITY FOR SUCH NOTE; AUTHORIZING AND DIRECTING CERTAIN OFFICIALS TO DELIVER A CERTIFICATE AS TO TAXES AND REVENUES TO BE COLLECTED, TO CAUSE TO BE MADE THE FILING REQUIRED BY LAW, TO EXECUTE AND DELIVER THE NOTE, AND TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE.

WHEREAS, it has been determined that the Township of Upper Dublin will be required to incur temporary indebtedness for the purpose of providing funds during the fiscal year 1980 for current operating expenses and debt service in the aggregate amount of \$893,000.00, in anticipation of the receipt of taxes, state subsidies and reimbursements and other current revenues in accordance with the projected budget requirements set forth in the cash forecast presented to this meeting; and

WHEREAS, a proposal has been submitted by The Philadelphia National Bank (the "Bank") to purchase Tax and Revenue Anticipation Notes aggregating said Eight Hundred Ninety-three Thousand Dollars (\$893,000.00), bearing interest at the rate of six and ninety-five one-hundredths percent (6.95%) per annum and maturing on December 31, 1980; and

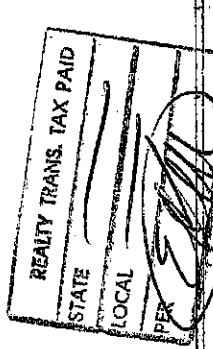
WHEREAS, the aggregate principal amount of such Notes will not exceed 85% of the taxes levied for the current fiscal year and the current revenues for such year, not yet received, estimated to be received during the period when the Notes will be outstanding.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Upper Dublin (the "Issuer") as follows:

1. This Board hereby approves the incurring by the Township of temporary indebtedness, pursuant to the Local Government Unit Debt Act approved April 28, 1978 (Act No. 52), as amended (the "Act"), for the afore-said purpose in an aggregate amount not exceeding Eight Hundred Ninety-three Thousand Dollars (\$893,000.00), in accordance with the proposal of the Bank presented to this meeting. Said proposal, a copy of which shall be filed with the minutes of this meeting, is hereby approved and accepted.

2. Said temporary indebtedness shall be represented by fully registered Tax and Revenue Anticipation Notes of the Issuer (the "Notes") and such Notes shall be sold at private sale to the Bank for a sum equal to the principal amount thereof. The Notes, as to both principal and interest, shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the Maple Glen office of The Philadelphia National Bank. The Notes shall mature

JAN 31 11 20 AM '80 001488



19.50
1.50

1980
12
12

(subject to prepayment without penalty) on December 31, 1980. The Notes are hereby authorized and shall bear interest, at the rate of six & ninety-five one-hundredths percent (6.95%) per annum from the date thereof to maturity or earlier prepayment calculated in relation to a year of 365 days.

3. All Notes issued under this Resolution shall be equally and ratably secured by, and there is hereby irrevocably pledged to the purchasers thereof, their successors and assigns, for the prompt payment of the principal of such Notes and the interest thereon, all of the income, revenues and receipts of the Issuer to be received during the period when the Notes will be outstanding, including, but not limited to, all taxes and all state subsidies and reimbursements payable to the Issuer during such period. There is hereby granted to such purchaser, its successors and assigns, a security interest in and a lien and charge on such income, revenue and receipts, perfected and enforceable in accordance with the terms of the Notes. This Resolution and the Act shall constitute a security agreement between the Issuer and the Bank or such other holder from time to time of the Notes.

4. The Issuer hereby covenants with the purchaser of the Notes, its successors and assigns, that no part of the proceeds of the Notes shall at any time be used directly or indirectly to acquire securities or obligations the acquisition of which would cause any of the Notes to be arbitrage bonds as defined in subsection (c) (2), as then in effect, of Section 103 of the Internal Revenue Code of 1954 of the United States of America, and regulations promulgated thereunder, and to be subject to treatment under subsection (c) (1) of said Section as an obligation the interest on which is not excludable from gross income under subsection (a) (1) of said Section.

5. The Issuer hereby warrants to the purchaser of the Notes, its successors and assigns, that it has not encumbered or pledged its income, revenues or receipts for the fiscal year to be pledged as provided in Section 3 hereof, except for the payment of debt service on its outstanding bonds and except for outstanding current operating expenses incurred for the said fiscal year for the payment of which the Notes are to be issued and sold, and further covenants that it will not, so long as the principal of or interest on any of the Notes shall remain unpaid, incur any further obligations against such income, revenues or receipts ranking prior to or on a parity with the Notes without the consent of the holders of the Notes.

6. All Notes issued hereunder shall be in substantially the same form as attached hereto.

7. The President or Vice President of this Board and the Secretary thereof are hereby authorized and directed to endorse thereon the acceptance of the Issuer of the Note Purchase Proposal of the Bank; to execute a certificate as to taxes and revenues, in the form presented to this meeting and hereby approved, and to file the same together with a certified copy of this Resolution and a true copy of the proposal of the Bank accepted by this

Resolution with the Department of Community Affairs of the Commonwealth of Pennsylvania, all as required by the Act; and to execute and file appropriate additional certificates as required by the Act.

8. The proper officers of Issuer are hereby authorized and directed to execute and deliver to the Bank financing statements under the Uniform Commercial Code relating to the Notes.

9. The President or Vice President of this Board of the Issuer are hereby authorized and directed to execute the Notes on behalf of the Issuer and the Secretary is hereby authorized and directed to affix thereto and attest the seal of the Issuer and then to deliver them on its behalf.

10. The proper officers of the Issuer are hereby authorized and directed to execute such further documents and certificates and to take such further action as they may deem necessary or proper to issue the Notes and to carry out the intent and purpose of this Resolution.

11. All resolutions and parts of resolutions insofar as they are inconsistent herewith are hereby rescinded.

RESOLVED this 27th day of December 1979.

TOWNSHIP OF UPPER DUBLIN

By /s/ Raymond H. Miller, Jr.
President, Board of Commissioners

Attest /s/ Harry Wardle
Secretary

This is to certify that this is a true and correct copy of resolution #1109 adopted by the Board of Commissioners on the 27th of December 1979.

Harry Wardle
Harry Wardle
Secretary

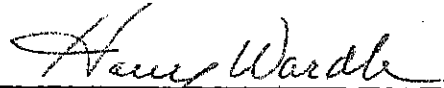
CERTIFICATION

HARRY WARDLE, being duly sworn according to the law, testifies that he is Secretary for the Township of Upper Dublin, and is duly authorized to issue this certificate;

That the Resolution attached hereto is a true and correct copy of a Resolution passed by the Board of Commissioners of Upper Dublin Township on December 27, 1979.

That a proposal, attached hereto, from the Philadelphia National Bank is a true and correct copy of the proposal received by them for the purchase of the Tax Anticipation Note set forth in said Resolution; and

That the proposal has been duly accepted by the Board of Commissioners of the Township of Upper Dublin.



HARRY WARDLE
Township Secretary

Sworn to and subscribed
before me this *2nd* day
of *January* 1980.


NOTARY PUBLIC

KAREN PRZYBORSKI, Notary Public
Collegville, Montgomery Co., Pa.
My Commission Expires Sept. 13, 1982

BOOK **4497** PG **137**

This Certificate is issued in connection with the issuance and sale of \$893,000.00 aggregate principal amount of Tax Anticipation Note by the Township of Upper Dublin to the Philadelphia National Bank, and is intended to establish that the Note complies with the requirements of Proposed United States Treasury Regulation #1.103-14 (c) (3), providing generally that investments of Proceeds of "Tax Anticipation Notes" shall be considered to be an investment for a temporary period of the stated requirements of such regulation are met. In consideration whereof it is hereby certified that:

1. The note is issued in anticipation of the following taxes or other revenues:

1980 Real Estate Taxes

1980 Transfer Taxes

2. The note will not be outstanding for a period in excess of thirteen (13) months.

3. The estimated expenditures and estimated receipts of the Township of Upper Dublin during the period the Note will be outstanding are as follows:

<u>MONTH</u>	<u>ANTICIPATED INCOME</u>	<u>ANTICIPATED DISBURSEMENTS</u>
January	\$ 50,000	\$ 300,000
February	100,000	275,000
March	225,000	350,000
April	1,200,000	485,000
May	800,000	550,000
June	150,000	700,000

<u>MONTH</u>	<u>ANTICIPATED INCOME</u>	<u>ANTICIPATED DISBURSEMENTS</u>
July	\$ 200,000	\$ 300,000
August	1,000,000	350,000
September	300,000	300,000
October	200,000	300,000
November	200,000	250,000
December	90,000	350,000

4. The estimated expenditures stated above will be paid out of the estimated receipts stated above or the proceeds of the Note. Such expenditures would not ordinarily be paid or financed in any other manner.

5. The amount available (other than the proceeds of the Note) to pay such expenditures on the date of issuance of the Note was not greater than \$ 30,000.00 , including cash, marketable securities, or other liquid assets of the Township of Upper Dublin that may be used to pay such expenditures without a legislative, judicial, or contractual requirement of reimbursement.

Date: January 2, 1980.

TOWNSHIP OF UPPER DUBLIN

By

Raymond H. Milligan
PRESIDENT
Board of Commissioners

Attest:

Harry Ward
SECRETARY

BOOK 4497 PG 139



THE PHILADELPHIA NATIONAL BANK

212 SOUTH YORK ROAD, HATBORO, PA 19040

PHONE 215 675-8592

Mr. Marvin S. Feller, Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, Pennsylvania 19034

Re: Eight Hundred Ninety-three Thousand Dollars - \$893,000.00
Principal Amount of Tax and Revenue Anticipation Notes
Series of 1980

The Philadelphia National Bank (PNB) proposes to purchase from Upper Dublin Township (the "Issuer") during the Issuer's fiscal year ending December 31, 1980, Tax and Revenue Anticipation Notes (the "Notes") in the aggregate principal amount of Eight Hundred Ninety-three Thousand Dollars (\$893,000.00) to be issued by the Issuer under the Local Government Unit Debt Act.

The Notes and the resolution authorizing the issuance thereof shall be in substantially the form delivered herewith. The Notes (and the issuance thereof) shall comply with all requirements of the Local Government Unit Debt Act, shall be in fully registered form, shall be subject to prepayment without penalty at the option of the Issuer and shall be purchased at a price equal to 100% of the principal amount thereof payable in immediately available funds.

The Notes shall bear interest from the date thereof to maturity or earlier prepayment, payable quarterly. The rate of interest on the Notes shall be 6.95% calculated on the basis of a 365 day year.

All Notes purchased pursuant to this proposal shall be secured by a pledge of, a security interest in, and a lien and charge on all income, revenue and receipts of the Issuer to be received during the period when the Notes will be outstanding.

BOOK 4497 PG 140

Upper Dublin Township

The proceeds of the sale of the Notes shall be applied to the current expenses and debt service of the Issuer. The Issuer shall certify in the Notes that they are short term obligations, the aggregate amount of which is not greater than the maximum anticipated cumulative cash flow deficit of the Issuer for the period of the receipt of income pledged thereunder and during which such obligations will be outstanding and that the proceeds of the Notes, if and to the extent invested, will be considered to be invested for temporary periods and consequently are not arbitrage bonds for Federal Income Tax purposes. The Issuer shall further covenant that it will make no use of the proceeds of the Notes, which, if such use had been reasonably expected on the date of issue, would have caused the Notes to be arbitrage bonds and that it will comply with Section 103(c) of the Internal Revenue Code and Sections 1.103-13 and 1.103-14 of the Regulations presently proposed thereunder or with proposed, temporary or permanent regulations of similar import, throughout the term of the Notes.

In the event that the Commissioner of Internal Revenue gives notice pursuant to the regulations promulgated under Section 103(c) of the Internal Revenue Code of 1954 or similar provisions of successor laws that the above covenant may not be relied upon with respect to obligations to be issued by the Issuer subsequent to the date of publication of such notice, PNB shall be under no further obligation to purchase any Notes.

The purchase of all Notes pursuant to this proposal shall be subject to the receipt by PNB at the closing of an approving opinion of legal counsel acceptable to PNB with respect, inter alia, to the validity of the Notes and the proceedings had with regard to the issuance thereof, compliance with the provisions of the Local Government Unit Debt Act and the tax free nature of the Notes.

The Issuer shall also deliver at the closing (1) a certified copy of the resolution authorizing the issuance of the Notes and fixing the interest rate(s) thereof, (2) a certificate of appropriate officers of the Issuer with respect to the absence of litigation, (3) a certificate as to taxes and revenues remaining to be collected as required by Section 506 of the Local Government Unit Debt Act, (4) evidence of filing of financing statements as required by the Local Government Unit Debt Act, (5) an opinion of counsel satisfactory to PNB and such other closing affidavits, certificates and documents as PNB or counsel for PNB shall reasonably request.

Upper Dublin Township

The Issuer shall pay the fees and out-of-pocket expenses of its legal counsel and legal counsel for PNB, if any, charged and incurred in connection with the authorization and issuance of the Notes and all filing fees required with respect thereto.

This proposal is subject to acceptance by resolution at the meeting of the Board of Commissioners to be held on December 27, 1979 and, if accepted, such acceptance shall be indicated by execution of the acceptance set forth below and by delivery of an executed copy hereof to PNB.

Very truly yours,


THE PHILADELPHIA NATIONAL BANK



Edward M. Pollock
Assistant Vice President

Pursuant to resolution adopted
December 27, 1979 by the
BOARD OF COMMISSIONERS of the
Upper Dublin Township the fore-
going proposal is hereby accepted
this 27th day of
DECEMBER, 1979.

UPPER DUBLIN TOWNSHIP



BOOK 4497 PG 142

TOWNSHIP OF UPPER DUBLIN
COMMONWEALTH OF PENNSYLVANIA
TAX AND REVENUE ANTICIPATION NOTE

Township of Upper Dublin, (the "Issuer"), Commonwealth of Pennsylvania, for value received hereby acknowledges itself to be indebted and promises to pay to The Philadelphia National Bank, or registered assigns, upon surrender hereof, the sum of EIGHT HUNDRED NINETY THREE THOUSAND DOLLARS (\$893,000.00) on the 31st day of December 1980, and to pay interest on said sum from the date hereof until maturity or earlier prepayment at the rate of Six and Ninety-five (6.95%) Percent per annum. Both the principal of and interest on this Note shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the Maple Glen office of The Philadelphia National Bank, Paying Agent, in Maple Glen, Pennsylvania. This Note shall be subject to prepayment, in whole or in part, at the option of the Issuer at any time. Partial payment shall be made by payment of the principal amount to be prepaid together with interest on the prepaid amount to the prepayment date and such partial prepayment shall be noted hereon. Prepayment in whole shall be made by payment of the principal amount hereof at the time outstanding, together with interest to the prepayment date, against surrender hereof.

This Note is one of a series of Tax and Revenue Anticipation Notes authorized to be issued in the aggregate principal amount of \$893,000 (the "Notes") pursuant to a resolution adopted by the governing body of the Issuer (the "Resolution") authorizing the issuance of Tax and Revenue Anticipation Notes in the aggregate principal amount of \$893,000.00 during the fiscal year ending 1980 and maturing December 31, 1980.

This Note is issued under and in accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act No. 52 approved April 28, 1978 (the "Act"), for the purpose of providing funds for current expenses and debt service payable in the current fiscal year in anticipation of the receipt of taxes, state subsidies and reimbursements and other current revenues of the Issuer. In order to secure this Note and the prompt payment of the principal of and interest hereon when due equally and ratably with all other Notes issued under the Resolution, there is hereby pledged to the registered owner of this Note, and there is hereby granted to such owner a security interest in and lien and charge on, all such taxes, subsidies, reimbursements and other revenues of the Issuer received during the period when the Notes will be outstanding, perfected and enforceable in the manner provided by the Act. Payment of this Note in full shall be made against

surrender hereof at maturity. The Issuer and the Paying Agent may treat the registered owner of this Note as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary.

The amount of this Note, together with all other Notes, if any, issued by the Issuer under the Resolution, does not exceed 85% of the sum of the taxes levied for the current fiscal year and the current revenue for such year, not yet received and remaining to be collected or received during the period when the Notes will be outstanding.

The Issuer represents that the obligations represented by the Notes are or will be short term obligations which will not be outstanding for a period in excess of 13 months, the aggregate amount of which is not, and will not be, greater than the maximum anticipated "cumulative cash flow deficit" (as defined in Section 1.1-3-14 (c)(2) of the Regulations herein-after mentioned) of the Issuer for the period of receipt of the income pledged hereunder and during which such obligations will be outstanding, and the proceeds of which, if and to the extent invested, will be considered to be invested for temporary periods, all within the meaning of Section 103(c)(4) of the Internal Revenue Code and Section 1.103-14(c)(2) of the Regulations presently proposed thereunder and consequently are not arbitrage bonds for Federal income tax purposes. The Issuer certifies that it is not expected that the proceeds of such obligations will be used in a manner that would cause such obligations to be arbitrage bonds and further covenants that it will make no use of such proceeds which, if such use had been reasonably expected on the date of issue of such obligations, would have caused such obligations to be arbitrage bonds and that it will comply with Section 103(c) of the Internal Revenue Code and Sections 1.103-13 and 1.103-14 of the Regulations, presently proposed thereunder, or with applicable proposed, temporary or permanent regulations of similar import, throughout the term of such obligations.

All acts, conditions and things required to be done or performed precedent to and in the issuance of this obligation or in the creation of the debt of which this obligation is evidence have been done and performed as required by law. This obligation, together with all other indebtedness of the Issuer, is not in excess of any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Board has caused this Note to be signed in its name and on its behalf by the President and its corporate seal to be hereto affixed attested by its Secretary this 31st day of January 1980.

Recorded in the Office for Recording of Deeds & c.

In and for said county in Deed book

No. 4497 Page 134 & c

Witness my hand and seal of office this 31st

day of Jan 19 80

BY

[Signature]
PRESIDENT

Seal

[Signature]
Recorder

Attest:

[Signature]
SECRETARY

UPPER DUBLIN TOWNSHIP
Montgomery County, Pennsylvania

RESOLUTION NO. 1110

A RESOLUTION TRANSFERRING TO THE UPPER DUBLIN TOWNSHIP AUTHORITY, AS OWNER, THE TOWNSHIP'S INTERESTS IN ITS FEDERAL GRANT APPLICATION FOR THE PROJECT KNOWN AS "FEDERAL PROJECT NO. C-42-1118-01, FOR THE CONSTRUCTION OF A WASTE WATER COLLECTION SYSTEM TO SERVE THE WELSH-DILLON-LIMEKILN PIKE AREA OF UPPER DUBLIN TOWNSHIP."

WHEREAS, the Township has submitted an application for a Federal Grant for the Construction of the Waste Water Collection System to serve the Welsh-Dillon-Limekiln Pike area of Upper Dublin Township; and

WHEREAS, subsequent to the filing of the Federal Grant Application the Township authorized the Upper Dublin Township Authority to proceed with the construction and ownership of the said Waste Water Collection System.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Township of Upper Dublin hereby transfers its interest in its Federal Grant Application for Federal Project No. C-42-1118-01, for the construction of a Waste Water Collection System to serve the Welsh-Dillon-Limekiln Pike area of Upper Dublin Township unto the Upper Dublin Township Authority.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 8 day of January, 1980.

Attest:

Harry Wardle
Secretary

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

BY Griffith
President

RESOLUTION NO. 1111

WHEREAS, the Pennsylvania House of Representatives has passed House Bill 1, which is now under consideration in the Pa. Senate; and

WHEREAS, House Bill 1 would establish constitutional spending limits for all local governments to be based on an economic index as determined by the Pennsylvania General Assembly and would also allow voters to adopt more restrictive expenditure limits; and

WHEREAS, other constitutional spending limits on local government are now under study in the Pennsylvania Senate, which would severely restrict the ability of municipal governing bodies to provide basic municipal services or new programs demanded by their citizens; and

WHEREAS, Governor Thornburgh has established a Tax Commission to study the Pennsylvania local tax structure and propose a comprehensive system of tax reforms to reduce the reliance on property taxes, to promote economic growth, and to encourage energy conservation and development.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township goes on record in strong opposition to House Bill 1 or any other constitutional spending limit introduced in the Senate or House of Representatives.


BE IT FURTHER RESOLVED, that the Legislature withhold consideration of spending and/or tax limitations until the Governor's Tax Commission has submitted its report.

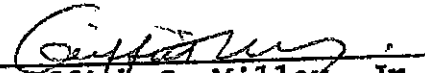
BE IT FURTHER RESOLVED, that copies of this Resolution be sent to the Senator and House member from this district, as well as a copy be sent to our State Association in Harrisburg.

DULY adopted this 12th day of February 1980.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

ATTEST:


Harry Wardle, Secretary

By: 
Griffith S. Miller, Jr.
President

RESOLUTION NO. 1112

A RESOLUTION AMENDING THE RULES AND REGULATIONS OF THE CIVIL SERVICE COMMISSION.

WHEREAS, Section 1101 of the aforementioned Code provides for timely and appropriate amendments to the Code, and

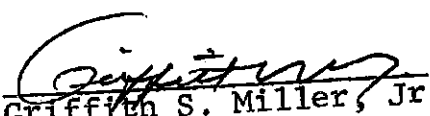
WHEREAS, the Commissioners of Upper Dublin Township are eager to see that the Code remains a viable instrument, and

WHEREAS, the Civil Service Commission in consultation with the Chief of Police have recommended Amendment 1, copy hereto attached.

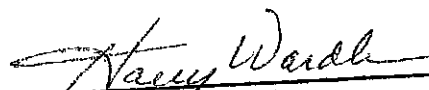
NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township do hereby adopt and approve this Resolution.

ADOPTED this 8th day of April 1980 at a regular stated meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Griffith S. Miller, Jr.
President

ATTEST:


Secretary

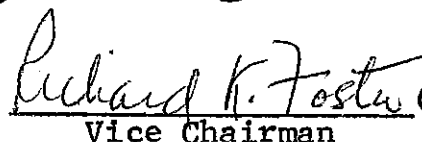
AMENDMENT 1 TO RULES AND REGULATIONS OF THE
CIVIL SERVICE COMMISSION OF UPPER DUBLIN TOWNSHIP

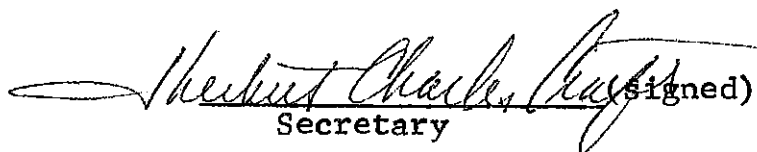
The Civil Service Commission of Upper Dublin Township proposes to the Board of Commissioners that the following amendment to the Rules and Regulations of the Civil Service Commission be adopted at the earliest possible date.

Section 305 (a) ".....qualify for Lieutenant,
TWO OF WHICH HAVE BEEN SPENT AT THE RANK OF
SERGEANT"

The above proposed amendment is in accordance with Article XI, Section 1101 of the aforementioned code.


 (signed)
Chairman

 (signed)
Vice Chairman

 (signed)
Secretary

Approved by the Board of
Commissioners of the Township
of Upper Dublin on

April 8, 1980


President of the Board of
Commissioners

Attest:


Township Secretary

RESOLUTION NO. 1113

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP AUTHORIZING THE FILING OF AN APPLICATION FOR (SIXTH YEAR) COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the Commissioners have supported and participated in the five (5) prior programs, and

WHEREAS, the Commissioners recognize the value of the program and are aware that much more work must be accomplished, and

WHEREAS, the Township Staff has been able to isolate additional area of potential blight, and

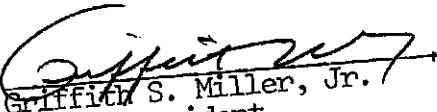
WHEREAS, the filing of this application was discussed at a public forum of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Upper Dublin Township to authorize the execution and filing of a Sixth Year Community Development Block Grant Application.

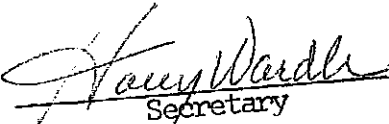
FURTHER, the Board of Commissioners agree to commit from local resources the required twenty (20%) per cent matching funds.

ADOPTED this 18th day of March 1980 at a legally convened meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Griffith S. Miller, Jr.
President

ATTEST:


Secretary

RESOLUTION NO. 1114

A RESOLUTION AUTHORIZING THE FILING OF AN OPEN SPACE GRANT-IN-AID APPLICATION WITH THE COUNTY OF MONTGOMERY.

WHEREAS, the Commissioners of Montgomery County have established an Open Space Grant-in-Aid Program to be utilized by the municipalities of Montgomery County, and

WHEREAS, the Grant-in-Aid may be used by the political subdivision for the acquisition of lands for recreation, conservation and historical purposes, and

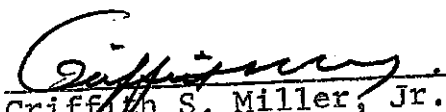
WHEREAS, the Township of Upper Dublin, Montgomery County, Pennsylvania desires to participate in the 1980 Open Space Land Acquisition Program and to acquire the land specified in the application.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania as follows:


1. That the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania hereby approves the filing of an application for 1980 Montgomery County Open Space Grant Assistance.
2. That the Manager of Upper Dublin Township is hereby authorized and directed to execute and file the appropriate forms with the Montgomery County Planning Commission.

ADOPTED this 8th day of April 1980 at a regular stated meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Griffith S. Miller, Jr.
President

ATTEST:


Secretary

RESOLUTION NO. 1115

WHEREAS, the Commissioners of Upper Dublin Township recognize the necessity of training of the members of the Police Department, and

WHEREAS Act 120/1974 of the General Assembly provides funds for such in service training upon application, and

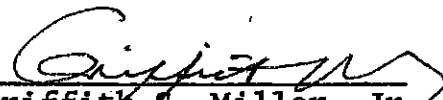
WHEREAS, the Chief of Police of the "Township" is supportive of this need.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township endorse and support the filing of said application.


FURTHER, the Township of Upper Dublin hereby agrees that while receiving any funds from the Commonwealth of Pennsylvania pursuant to said Act, the Township of Upper Dublin shall adhere to the rules, regulations and training standards established by the Municipal Police Officers' Education and Training Commission.

ADOPTED this 13th day of May 1980 at a regular stated meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Griffith S. Miller, Jr.
President

ATTEST:


Secretary

RESOLUTION NO. 1116

WHEREAS, Upper Dublin Township is a participating member of the Montgomery County Consortium of Communities, and


WHEREAS, Upper Dublin Township is apprised that the Consortium Managers have prepared Articles of Agreement to further formalize the Consortium and to broaden the scope of the activities of the Consortium, and

WHEREAS, said Articles of Agreement have been reviewed by the Board of Commissioners and the Township Solicitor,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township does hereby endorse the Articles of Agreement of the Montgomery County Consortium of Communities and does authorize the proper officers to execute said Articles of Agreement.

Adopted this 12th day of August 1980.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Griffith S. Miller, Jr.
President

ATTEST:


Secretary

RESOLUTION
NO. 1117

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF CANDLEBROOK DRIVE AND PORTIONS OF THE BEDS OF SOUTHWIND WAY AND LIMEKILN PIKE, TOGETHER WITH CERTAIN EASEMENTS ON AND THROUGH LOT NUMBERS 70 AND 77 LOCATED IN SECTIONS 1A and 1B SUSQUEHANNA WOODS SUBDIVISION AS HEREINAFTER DESCRIBED, ARE SITUATE IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Candlebrook Drive and portions of the beds of Southwind Way and Limekiln Pike, together with certain easements on and through Lot Numbers 70 and 77 located in Sections 1A and 1B Susquehanna Woods Subdivision as hereinafter described are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Township in accordance with the provisions of the Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets; and

WHEREAS, in the judgment of the Commissioners, said roads or streets are necessary for the convenience of the public.

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways. That the description of the tract is as follows:

ALL THOSE CERTAIN STRIPS OR PARCELS OF LAND with the improvements constructed therein, situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plan of Sections 1-A and 1-B of 'Susquehanna Woods' Prepared for S.W.M. Associates, Inc. of Neshaminy Plaza, Cornwells Heights, PA, 19020, dated 4/22/77 and last revised 7/6/77, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the northeasterly right of way line of Susquehanna Road, 80 feet wide, which said point of beginning is located North 43 degrees 06

minutes 20 seconds East 40 feet from the center line of Susquehanna Road, aforementioned, which last said point is located South 46 degrees 53 minutes 40 seconds East 40 feet from the intersection of Candlebrook Lane with the center line of Susquehanna Road at or about Station 279+50.77, also, said point of intersection is located North 46 degrees 53 minutes 40 seconds West 182.47 feet from a corner of land of Robert L. Pankowitz, et ux; thence from the point of beginning along the aforementioned northeasterly right of way line of Susquehanna Road, North 46 degrees 53 minutes 40 seconds West, passing the southwesterly terminus of Candlebrook Lane, 80 feet to a point of curvature in line of Lot Number 33; thence along the same by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet to a point on the northwesterly right of way line of Candlebrook Lane; thence along the same the two (2) following courses and distances to wit: 1. Along Lot Number 33 and partly along Lot Number 32 North 43 degrees 06 minutes 20 seconds East 126 feet to a point of curvature 2. Along Lot Number 32 by a curved line bearing to the left in a northeasterly direction with a Radius of 300 feet, the Arc distance of 107.98 feet to a point of compound curve; thence still along Lot Number 32 by a curved line bearing to the left in a northeast to northwest direction with a Radius of 15 feet, the Arc distance of 25.41 feet to a point of tangency on the southwesterly right of way line of Southwind Way, 50 feet wide; thence along the same the three (3) following courses and distances to wit: 1. Partly along Lot Number 32 North 74 degrees 34 minutes 20 seconds West 68.43 feet to a point of curvature 2. Along Lot Number 32 by a curved line bearing to the right in a northwesterly direction with a Radius of 200 feet, the Arc distance of 96.61 feet to a point of tangency 3. Partly along Lot Number 32 and partly along Lot Number 31 North 46 degrees 53 minutes 40 seconds West 36.01 feet to the point a corner of Section 2; thence crossing the bed of Southwind Way along Section 2 North 43 degrees 06 minutes 20 seconds East 50 feet to a point a corner of Lot Numbers 34 and 66 on the northeasterly right of way line of Southwind Way; thence along the same the three (3) following courses and distances to wit: 1. Partly along Lot Number 66 South 46 degrees 53 minutes 40 seconds East 36.01 feet to a point of curvature 2. Partly along Lot Number 66 by a curved line bearing to the left in a southeasterly direction with a Radius of 150

feet, the Arc distance of 72.46 feet to a point of tangency 3. Still partly along Lot Number 66 South 74 degrees 34 minutes 20 seconds East 70.58 feet to a point of curvature; thence still along Lot Number 66 by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet to a point on the aforementioned northwesterly right of way line of Candlebrook Lane, 50 feet wide; thence along the same the two (2) following courses and distances to wit: 1. Along Lot Number 66 North 15 degrees 25 minutes 40 seconds East 62.22 feet to a point of curvature 2. Along Lot Number 66 by a curved line bearing to the left in a northeast to northwesterly direction with a Radius of 300 feet, the Arc distance of 107.25 feet to a point of tangency a corner of Lot Number 65 on the southwesterly right of way line of Candlebrook Lane; thence along the same and along Lot Number 65 and partly along Lot Number 64 North 5 degrees 03 minutes 20 seconds West 177.65 feet to a point of curvature; thence partly along Lot Number 64, along Lot Number 63 and partly along Lot Number 62 by a curved line bearing to the right in a northwest to northeast direction with a Radius of 300 feet, the Arc distance of 177.27 feet to a point of tangency on the northwesterly right of way line of Candlebrook Lane; thence along the same and partly along Lot Number 62, along Lot Number 61 North 28 degrees 48 minutes East 214.05 feet to the terminus of Section 1-A a corner of Lot Number 60; thence continuing into Section 1-B along the northwesterly right of way line of Candlebrook Lane the five (5) following courses and distances to wit: 1. Partly along Lot Number 60 North 28 degrees 48 minutes East 35.24 feet to a point of curvature 2. Partly along Lot Number 60, along Lot Number 59, Lot Number 58 and Lot Number 57 by a curved line bearing to the right in a northeasterly direction with a Radius of 300 feet, the Arc distance of 271.40 feet to a point of tangency a corner of Lot Number 56 3. Along Lot Numbers 56, 55, 54 and partly along Lot Number 53 North 80 degrees 38 minutes East 445.39 feet to a point of curvature 4. Partly along Lot Number 53 by a curved line bearing to the left in a northeasterly direction with a Radius of 100 feet, the Arc distance of 31.75 feet to a point of tangency 5. Along Lot Number 53 North 62 degrees 26 minutes 30 seconds East 14 feet to a point of curvature; thence still partly along Lot Number 53 by a curved line bearing to the left in a northeast to northwest direction with a Radius of 15 feet, the Arc

distance of 23.56 feet to a point of tangency on the southwesterly right of way line of Southwind Way, 50 feet wide; thence along the same the two (2) following courses and distances to wit: 1. Partly along Lot Number 53 North 27 degrees 33 minutes 30 seconds West 173.08 feet to a point of curvature 2. Still partly along Lot Number 53 by a curved line bearing to the left in a northwesterly direction with a Radius of 100 feet, the Arc distance of 32.39 feet to a point a corner of Lot Number 52 at the beginning of another portion of Section 2; thence along the same and crossing the bed of Southwind Way North 43 degrees 52 minutes 56 seconds East 50 feet to a point on the northeasterly right of way line of Southwind Way in line of Lot Number 4; thence along the northeasterly right of way line the two (2) following courses and distances to wit: 1. Partly along Lot Number 4 and partly along Lot Number 3 by a curved line bearing to the right in a southeasterly direction with a Radius of 150 feet, the Arc distance of 48.59 feet to a point of tangency 2. Still partly along Lot Number 3 and partly along Lot Number 2 South 27 degrees 33 minutes 30 seconds East 173.08 feet to a point of curvature; thence still partly along Lot Number 2 by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet to a point on the northwesterly right of way line of Candlebrook Lane; thence along the same, the three (3) following courses and distances to wit: 1. Partly along Lot Number 2 North 62 degrees 26 minutes 30 seconds East 59 feet to a point of curvature 2. Still partly along Lot Number 2 by a curved line bearing to the right in a northeasterly direction with a Radius of 150 feet, the Arc distance of 40.80 feet to a point of tangency 3. Partly along Lot Number 2 and partly along Lot Number 1 North 78 degrees 01 minutes and 30 seconds East 151 feet to a point of curvature; thence still partly along Lot Number 1 by a curved line bearing to the left in a northeast to northwest direction with a Radius of 15 feet, the Arc distance of 23.56 feet to a point of tangency on the southwesterly right of way line of Limekiln Pike, as widened to 65 feet, that is, 25 feet to the northeast and 40 feet to the southwest of the center line of the original road; thence along the southwesterly right of way line and partly along Lot Number 1 North 11 degrees 58 minutes 30 seconds West 125 feet to a point in line of land of Edward M. Arnold, et ux; thence along the same, crossing part of the bed of Limekiln Pike, North 78 degrees 01 minutes 30 seconds

East 40 feet to a point on the center line of Limekiln Pike; thence along the same South 11 degrees 58 minutes 30 seconds East 230.96 feet to a point a corner of the Cheltenham Baptist Church; thence along the same and recrossing a portion of the bed of Limekiln Pike South 45 degrees 15 minutes 40 seconds West 47.57 feet to a point a corner of Lot Number 82 on the aforementioned southwesterly right of way line of Limekiln Pike; thence along the same and partly along Lot Number 82 North 11 degrees 58 minutes 30 seconds West 51.70 feet to a point of curvature; thence still partly along Lot Number 82 by a curved line bearing to the left in a northwest to southwest direction with a Radius of 15 feet, the Arc distance of 23.56 feet to a point of tangency on the southeasterly right of way line of Candlebrook Lane; thence along the same the seven (7) following courses and distances to wit: 1. Along Lot Number 82 South 78 degrees 01 minutes 30 seconds West 151 feet to a point of curvature 2. Still along Lot Number 82 by a curved line bearing to the left in a southwesterly direction with a Radius of 100 feet, the Arc distance of 27.20 feet to a point of tangency 3. Still partly along Lot Number 82, along Lot Number 81 and partly along Lot Number 80 South 62 degrees 26 minutes 30 seconds West 153 feet to a point of curvature 4. Still partly along Lot Number 80 by a curved line bearing to the right in a southwest direction with a Radius of 150 feet, the Arc distance of 47.63 feet to a point of tangency 5. Still partly along Lot Number 80, along Lot Number 79, along land to be conveyed to Upper Dublin Township for open space, along Lot Number 78 and partly along Lot Number 77 and passing the northerly terminus of a storm drainage easement South 80 degrees 38 minutes West 445.39 feet to a point of curvature 6. Passing the remaining portion of the northeasterly terminus of the storm drainage easement and still partly along Lot Number 77 and partly along Lot Number 76 by a curved line bearing to the left in a southwest direction with a Radius of 250 feet, the Arc distance of 226.17 feet to a point of tangency 7. Still partly along Lot Number 76 South 28 degrees 48 minutes West 35.24 feet to a point at Section 1-A; thence continuing along the southeasterly right of way line of Candlebrook Lane into Section 1-A the two (2) following courses and distances to wit: 1. Still partly along Lot Number 76, along Lot Number 75, partly along Lot Number 74 South 28 degrees 48 minutes West 214.05 feet to a point of curvature 2. Still partly along Lot Number 74 and partly along

Lot Number 73 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 250 feet, the Arc distance of 147.72 feet to a point of tangency on the northeasterly right of way line of Candlebrook Lane; thence along the same, partly along Lot Number 73 and along Lot Number 72 South 5 degrees 03 minutes 20 seconds East 177.65 feet to a point of curvature at Lot Number 71; thence along the same, partly along Lot Number 70 and passing the northwesterly terminus of another storm drainage right of way by a curved line bearing to the right in a southeast to southwest direction with a Radius of 350 feet, the Arc distance of 125.13 feet to a point of tangency on the southeasterly right of way line of Candlebrook Lane; thence along the same the three (3) following courses and distances to wit: 1. Still partly along Lot Number 70, partly along Lot Number 69 South 15 degrees 25 minutes 40 seconds West 107.22 feet to a point of curvature 2. Still partly along Lot Number 69 and partly along Lot Number 68 by a curved line bearing to the right in a southwesterly direction with a Radius of 350 feet, the Arc distance of 169.07 feet to a point of tangency 3. Still partly along Lot Number 68 and along Lot Number 67 South 43 degrees 06 minutes 20 seconds West 126 feet to a point of curvature; thence still partly along Lot Number 67 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet to the point and place of beginning.

Being the beds of all Candlebrook Lane, portions of both ends of Southwind Way and a portion of the bed of Limekiln Pike, as shown on the Subdivision Plan of Sections 1-A and 1-B of 'Susquehanna Woods' together with the utilities constructed therein.

ALL THAT CERTAIN STRIP OR EASEMENT OF LAND situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plan of Section 1-A 'Susquehanna Woods' Prepared for S.W.M. Associates, Inc., Neshaminy Plaza, Cornwells Heights, PA, 19020, dated 4/22/77 and last revised 7/6/77, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the southeasterly right of way line of Candlebrook Lane, 50 feet wide, in line of Lot Number 70, which point of beginning is located

by a curved line bearing to the left in a northeasterly direction with a Radius of 350 feet, the Arc distance of 9.47 feet from a point of curvature, which said point of curvature is located South 74 degrees 34 minutes 20 seconds East 25 feet from a point of curvature on the center line of Candlebrook Lane, which last said point is located North 15 degrees 25 minutes 40 seconds East 102.22 feet from the intersection with the center line of Southwind Way, running between Lot Numbers 32 and 66; thence from the point of beginning along Lot Number 70, of which this is a part, by a curved line bearing to the left in a northeasterly direction with a Radius of 350 feet, the Arc distance of 20.01 feet to a point a corner of Lot Number 71; thence along the same South 79 degrees 23 minutes 50 seconds East 188.37 feet to a point in line of land to be conveyed to Upper Dublin Township for open space; thence continuing through the same the three (3) following courses and distances to wit: 1. South 79 degrees 23 minutes 50 seconds East, crossing the bed of a stream, 101.08 feet to a point a corner 2. South 10 degrees 36 minutes 10 seconds West 20 feet to a point a corner 3. North 79 degrees 23 minutes 50 seconds West, recrossing the bed of a stream, 100 feet to a point in line of Lot Number 70, of which this is a part; thence through the same North 79 degrees 23 minutes 50 seconds West 190.13 feet to the point and place of beginning.

Being an easement for the construction, reconstruction, maintenance and repair of storm drainage from Candlebrook Lane through Lot Number 77 in Section 1-B of 'Susquehanna Woods'.

ALL THAT CERTAIN STRIP OR EASEMENT OF LAND situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plan of Section 1-B 'Susquehanna Woods' Prepared for S.W.M. Associates, Inc., Neshaminy Plaza, Cornwells Heights, PA, 19020, dated 4/22/77 and last revised 7/6/77, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the southeasterly right of way line of Candlebrook Lane, 50 feet wide, a corner of this and Lot Number 78, which said point of beginning is located South 80 degrees 38 minutes West 434.54 feet from a point of tangency in line of Lot Number 80, which said point of tangency is located by a curved line bearing to

the right in a southwesterly direction with a Radius of 150 feet, the Arc distance of 47.63 feet to a point of curvature, which last said point of curvature is located South 27 degrees 33 minutes 30 seconds East 25 feet from a point of curvature on the center line of Candlebrook Lane, which last said point of curvature is located South 62 degrees 26 minutes 30 seconds West 54 feet from the intersection with the center line of Southwind Way, running between Lot Numbers 2 and 53; thence from the point of beginning along Lot Number 78 South 9 degrees 22 minutes East 200 feet to a point a corner in line of land to be conveyed to Upper Dublin Township for open space; thence passing through the same the three (3) following courses and distances to wit: 1. South 9 degrees 22 minutes East, crossing the bed of a stream, 149.37 feet to a point a corner 2. South 80 degrees 38 minutes West 20 feet to a point a corner 3. North 9 degrees 22 minutes West, recrossing the bed of a stream, 145 feet to a point in line of Lot Number 77, of which this is a part; thence passing through the same North 9 degrees 22 minutes West 204.21 feet to a point on the aforementioned southeasterly right of way line of Candlebrook Lane; thence along the same the two (2) following courses and distances to wit: 1. By a curved line bearing to the right in a northeasterly direction with a Radius of 250 feet, the Arc distance of 9.15 feet to a point of curvature 2. North 80 degrees 38 minutes East 10.85 feet to the point and place of beginning.

Being an easement through Lot Number 77 for the construction, reconstruction, repair and maintenance of the storm pipe taking storm water from Candlebrook Lane into the bed of the stream.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

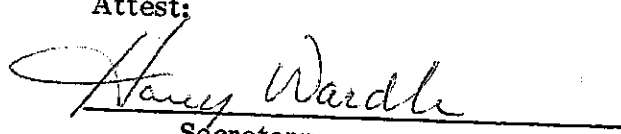
DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *12th* day of *August*, A.D. 1980.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

BY


President

Attest:


Secretary

RESOLUTION NO. 1117

WHEREAS, the Department of Transportation has modified their regulations on the use of Liquid Fuel Funds, and

WHEREAS, these regulations now permit local governments to utilize the twenty-five (25%) percent Construction Fund for maintenance work on the local streets, and

WHEREAS, to utilize these funds in the above manner it is required to hold a public hearing and for the Board of Commissioners to approve the action unanimously, and

WHEREAS, the Board did hold said public hearing on August 12, 1980 and did unanimously adopt Resolution NO. 1117.

NOW THEREFORE, BE IT RESOLVED that the 1980 Construction Funds budgeted at \$40,758.84 (approved Feb. 19, 1980) be transferred to the Maintenance account to help finance the maintenance work on Virginia Drive.

Resolved this 12th day of August 1980.

Upper Dublin Township
Board of Commissioners

by: Richard H. Magaziner
Richard H. Magaziner
Vice President

Attest: Harry Wardle
Harry Wardle
Secretary

RESOLUTION

NO 1118

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF BODEN PLACE FROM THE NORTHWESTERLY LINE OF LANDS OF EAST MONTCO SERVICE CORPORATION TO THE LIMIT OF MONTGOMERY AVENUE, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Boden Place from the northwesterly line of lands of East Montco Service Corporation to the limit of Montgomery Avenue, are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Township in accordance with the provisions of the Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets; and

WHEREAS, in the judgment of the Commissioners, said roads or streets are necessary for the convenience of the public.

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways. That the description of the tract is more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

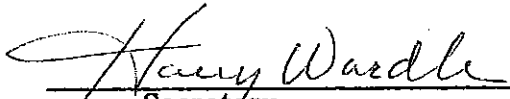
SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with

drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

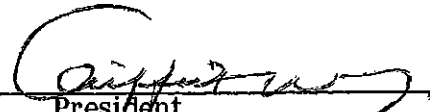
DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *12th* day of *August*, A.D. 1980.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Attest:



Secretary

BY 

President

RESOLUTION

NO 1119

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BED OF VANCE DRIVE AND CERTAIN SANITARY SEWER AND STORM WATER EASEMENTS, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the bed of Vance Drive is situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Township in accordance with the provisions of the Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as a road or street and easements; and

WHEREAS, in the judgment of the Commissioners, said road or street and easements are necessary for the convenience of the public.

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways. That the description of the tract and easements is as follows:

1. Vance Drive

BEGINNING AT A POINT of curvature on the northeasterly right of way line of Limekiln Pike, (LR 373), 65 feet wide, that is to say 25 feet to the southwest and 40 feet to the

northeast of the center line of the original road, which said point of beginning is located North 17 degrees 27 minutes 30 seconds West 265 feet from a point of tangency a corner of number 704 Fitzwatertown Road, which last said point is located by a curved line bearing to the right in a northwest direction with a Radius of 1,321.48 feet, the Arc distance of 134.90 feet from a point of compound curve on the northeasterly right of way line of Jenkintown Road, which last said point of compound curve is located by a curved line bearing to the right in a southwest to northwest direction with a Radius of 40 feet, the Arc distance of 79.87 feet from a point of curvature on the northwesterly right of way line of Fitzwatertown Road, 70 feet wide, that is to say 30 feet to the southeast and 40 feet to the northwest of the state highway construction center line; thence from the point of beginning along the aforementioned northeasterly right of way line of Limekiln Pike North 17 degrees 27 minutes 30 seconds West 80 feet to a point of curvature; thence by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet to a point of tangency on the northwesterly right of way line of Vance Drive, 50 feet wide, herein being described, in line of house number 700; thence along the aforementioned northwesterly right of way line the five (5) following courses and distances to wit: 1. Along house number 700 North 72 degrees 32 minutes 30 seconds East 92.77 feet to a point of curvature 2. Partly along house number 700 and partly along house number 704 by a curved line bearing to the left in a northeasterly direction with a Radius of 275 feet, the Arc distance of 128.55 feet to a point of tangency 3. Partly along house number 704 North 45 degrees 45 minutes 30 seconds East 7.30 feet to a point a corner of house number 708 4. Along house number 708 by a curved line bearing to the right in a northeasterly direction with a Radius of 200 feet, the Arc distance of 69.14 feet to a point of tangency a corner of house number 712

5. Along house numbers 712, 716, 720, 724 and partly along house number 728 North 65 degrees 34 minutes East 441.91 feet to a point of curvature at the southwesterly terminus of the turning circle at the northeasterly end of Vance Drive; thence along the turning circle the three (3) following courses and distances to wit: 1. Along house number 728 by a curved line bearing to the left in a northeasterly direction with a Radius of 30 feet, the Arc distance of 24.38 feet to a point of reverse curve 2. Still partly along house number 728 and along house numbers 732, 736, 745 and 741 by a curved line bearing to the right in a northeast to southwest direction with a Radius of 50 feet, the Arc distance of 238.35 feet to a point of reverse curve, a corner of Lot 737 3. Along house number 737 by a curved line bearing to the left in a southwesterly direction with a Radius of 30 feet, the Arc distance of 24.38 feet to a point of tangency on the southwesterly right of way line of Vance Drive; thence along the same the five (5) following courses and distances to wit: 1. Along house number 737, 733, 729, 725, 721 and partly along house number 717 South 65 degrees 34 minutes West 441.91 feet to a point of curvature 2. Along house number 717 by a curved line bearing to the left in a southwesterly direction with a Radius of 150 feet the Arc distance of 51.86 feet to a point of tangency 3. Still along house number 717 South 45 degrees 45 minutes 30 seconds West 7.30 feet to a point of curvature 4. Along house numbers 717, 713, 709 and partly along house number 705 by a curved line bearing to the right in a southwesterly direction with a Radius of 325 feet, the Arc distance of 151.92 feet to a point of tangency 5. Still along house number 705 and along house number 701 South 72 degrees 32 minutes 30 seconds West 92.77 feet to a point of curvature; thence still partly along house number 701 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet to the point and place

of beginning.

BEING the entire bed of Vance Drive together with the turn around, the curbs and all other public utilities and improvements constructed therein.

2. Sanitary Sewer Right of Way Through House Numbers 704 and 708

ALL THAT CERTAIN STRIP OR EASEMENT OF LAND, situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plan Prepared for Cedar Road Homes, Inc. and Grant Homes, Inc., dated 9/13/73 and last revised 8/16/76, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the northwesterly right of way line of Vance Drive, 50 feet wide, a corner between house number 704 and house number 708, which said point of beginning is located North 45 degrees 45 minutes 30 seconds East 7.30 feet to the point of tangency, which said point of tangency is located by a curved line bearing to the left in a northeasterly direction with a Radius of 275 feet, the Arc distance of 128.55 feet from a point of curvature, which said point of curvature is located North 72 degrees 32 minutes 30 seconds East 92.77 feet from a point of tangency, which said point of tangency is located by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet from a point of curvature on the northeasterly right of way line of Limekiln Pike, (LR 737), 65 feet wide, that is to say 25 feet to the southwest and 40 feet to the northeast of the original center line; thence from the point of beginning along the lot line between house number 704 and house number 708 North 44 degrees 14 minutes 30 seconds West 16.27 feet to an angle point; thence passing through house number 704, of which this is a part, North 64 degrees 45 minutes 30 seconds West 138.01 feet to a point in line of land of Cedar

Road Homes, Inc.; thence along the same North 45 degrees 52 minutes East 21.36 feet to a point a corner; thence passing through number 704, of which this is a part, South 64 degrees 45 minutes 30 seconds East, crossing the lot line to number 708 and partly through number 708, 150.07 feet to a point on the aforementioned northwesterly right of way line of Vance Drive, 50 feet wide; thence along the same by a curved line bearing to the left in a southwesterly direction with a Radius of 200 feet, the Arc distance of 28.28 feet to the point and place of beginning.

Being a right of way to Upper Dublin Township or its appropriate authority for the construction, reconstruction, inspection and maintenance of sanitary sewers.

3. Sanitary Sewers Right of Way Through House Numbers 709, 713 Vance Drive and House Numbers 708, 712, 716, 720, 724, 728 and 732 to Fitzwatertown Road and House Numbers 733, 729, 725, 721 and Vance Drive

ALL THAT CERTAIN STRIP OR EASEMENT OF LAND, situate in Upper Dublin Township, Montgomery County, PA, as shown on the Plan Showing Sanitary Sewer Right of Way Through Various Properties Shown Prepared for Cedar Road Homes, Inc. & Grant Homes, Inc., dated 8/6/80, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the southeasterly right of way line of Vance Drive, 50 feet wide, in line of house number 709, of which this is a part, which said point of beginning is located by a curved line bearing to the left in a northeasterly direction with a Radius of 325 feet, the Arc distance of 72.83 feet from a point of curvature, which said point of curvature is located North 72 degrees 32 minutes 30 seconds East 92.77 feet from a point of tangency, which said point of tangency is located by a curved line bearing to the right in a northwest to northeast direction with a Radius of 15 feet, the Arc distance of 23.56

feet from a point of curvature on the northeast side of Limekiln Pike, 65 feet wide; thence from the point of beginning along Lots 709 and 713 by a curved line bearing to the left in a northeast direction with a Radius of 325 feet, the Arc distance of 49.58 feet to a point in line of Lot 717; thence along the same and through Lot 713 South 30 degrees 56 minutes West 36.53 feet to an angle point on the northeasterly right of way line of the 20 foot wide easement herein being described; thence along the same and through Lot 713, of which this is a part, South 17 degrees 27 minutes 30 seconds East 200.97 feet to an angle point on the northwesterly right of way line of the easement herein being described; thence along the same and through house number 713 Vance Drive and partly through house number 720 Fitzwatertown Road North 43 degrees 30 minutes 30 seconds East 209.29 feet to a point in line of house number 721 Vance Drive and number 720 Fitzwatertown Road; thence along the same and along house number 725 Vance Drive and house number 724 Fitzwatertown Road, 729 Vance Drive, 728 Fitzwatertown Road, 733 Vance Drive and 732 Fitzwatertown Road North 54 degrees 20 minutes East 232.74 feet to a point a corner; thence through number 732 Fitzwatertown Road South 35 degrees 40 minutes East 20 feet to a point a corner on the southeasterly right of way line; thence along the same and through house number 732, 728, 724 and 720 Fitzwatertown Road, of which this is a part, South 54 degrees 20 minutes West 230.85 feet to an angle point; thence still partly through house number 720, through house numbers 716, 712 and partly through house number 708, of which this is a part, South 43 degrees 30 minutes 30 seconds West 241.37 feet to a point a corner on the southwesterly right of way line of the easement herein being described; thence still partly through Lot number 708 Fitzwatertown Road and partly through house number 709 Vance Drive, of which this is a part, North 17 degrees 27 minutes 30 seconds West 244.54 feet to the point and place of beginning.

Being a right of way for the construction, reconstruction, maintenance, inspection or other necessary duties for sanitary sewers to Upper Dublin Township.

4. Storm Water Easement Through House Number 712 Vance Drive

BEGINNING AT A POINT on the northwesterly right of way line of Vance Drive, 50 feet wide, a corner between house numbers 708 and 712, which said point of beginning is located by a curved line bearing to the right in a northeast direction with a Radius of 200 feet, the Arc distance of 69.14 feet from a point of curvature, which said point of curvature is located North 45 degrees 45 minutes 30 seconds East 7.30 feet from a point of tangency, which said point of tangency is located by a curved line bearing to the left in a northeast direction with a Radius of 275 feet, the Arc distance of 128.55 feet from a point of curvature, which last said point of curvature is located North 72 degrees 32 minutes 30 seconds East 92.77 feet from a point of tangency, which last said point of tangency is located by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet from a point on the northeasterly right of way line of Limekiln Pike, 65 feet wide, that is to say 40 feet to the northeast and 25 feet to the southwest of the original center line; thence from the point of beginning along house number 708 Vance Drive North 24 degrees 26 minutes West 125 feet to the northeasterly property line, the corner between house numbers 708 and 712, the southwesterly right of way line of the easement herein being described being parallel to the aforementioned line 5 feet to the southwesterly and northeasterly line being 15 feet to the northeast and parallel to the same and extending from the northwesterly right of way line of Vance Drive to the property line separating Parcel "C" and Parcel "A", as shown on the subdivision plan.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of

the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *9th* day of *September*, A.D. 1980.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Attest:

Harry Wardle
Secretary

BY *Gifford*
President

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Commissioners of the Township of Upper Dublin on *September 9,* 1980, at which time there was a majority of the Commissioners in attendance, and that the adoption of the Resolution and recording of the vote thereon is duly entered upon the Minutes of said Board of Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania.

 _____ (SEAL)
Secretary

Approved by vote
9-24-80
C Sm.

Code No. _____

RESOLUTION FOR PLAN REVISION
Resolution No. 1120

RESOLUTION OF THE ~~(SUPERVISORS)~~ ^{Commissioners} ~~(COUNCILMEN)~~ OF Upper Dublin (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 Resources (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Upper Dublin Township ^{an extension of their sewer system} ~~has proposed the development of a parcel of land identified as~~ _{land developer} ~~and~~ described in the attached Planning Module for Land Development, and proposes that

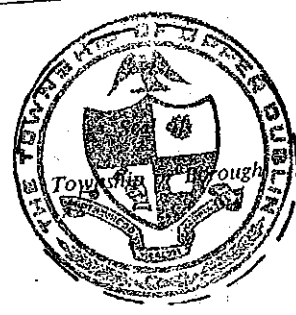
~~name of subdivision~~ ^{area} ~~such subdivision~~ be served by The Upper Dublin ^{sewage systems, and} ~~individual/community~~

WHEREAS the municipality has reviewed the Planning Module for Land Development for the proposed ^{revision} ~~subdivision~~ and has determined that the proposed method of sewage disposal does not conform to and is not included in the approved "Official Plan" of the municipality Comprehensive Plan of Sanitary Sewer System, September, 1968 (entitled)

WHEREAS, the Township of Upper Dublin ^{revision/extension} ~~municipality~~ finds that the ~~provision~~ described in the attached Planning Module for Land Development conforms to applicable zoning, subdivision, other municipal ordinances and plans, and to comprehensive program of pollution control and water quality management,

NOW, THEREFORE, BE IT RESOLVED that the ~~(SUPERVISORS)~~ ^{Commissioners} ~~(COUNCILMEN)~~ of the (Township) (BOROUGH) (CITY) Upper Dublin hereby adopt and submit to the Department of Environmental Resources for its approval a revision to the "Official plan" of the municipality the above referenced Planning Module for Land Development which is attached hereto. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended)

I Harry Wardle ^{Secretary} ~~Commissioners~~ Upper Dublin Township Board of ~~(SUPERVISORS)~~ ~~(COUNCILMEN)~~, hereby certify that the foregoing is a true copy of Township (Borough) (City) Resolution # 1120, adopted September 24, 1980



RESOLUTION NO. 1121

A RESOLUTION ENDORSING THE LOWER WISSAHICKON 201 STUDY REGARDING THE INSTALLATION OF SANITARY SEWER LINES AND REQUESTING THE UPPER DUBLIN TOWNSHIP AUTHORITY TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROJECT.

WHEREAS, studies by the Township's Consulting Engineers show a need for sanitary sewer facilities in the so-called Pine Run Area; and

WHEREAS, it appears that the financing and supervision of the project would best be handled by the Upper Dublin Township Authority;

NOW, THEREFORE, BE IT RESOLVED:

That the Upper Dublin Township Authority be requested to undertake the implementation of the Lower Wissahickon 201 Study as modified by a memorandum from S.M.C.-Martin, dated October 7, 1980, including the financing and supervision of the project. Funds should be raised for Phase II of the modified study (Upper Portion) even though not as yet completely designed.

That the Township will cooperate with the Upper Dublin Township Authority in the financing of the project with arrangements similar to that accomplished in the Maple Glen Project.

RESOLVED, this 11th day of November A.D. 1980.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Cipriani* President

Attest *Harry Ward*
Secretary

RESOLUTION NO. 1122

A RESOLUTION AUTHORIZING BORROWING IN ANTICIPATION OF CURRENT TAXES AND REVENUES AND THE ISSUANCE OF A TAX ANTICIPATION NOTE; ESTABLISHING THE FORM OF SUCH NOTE; APPROVING AND ACCEPTING A PROPOSAL OF CONTINENTAL BANK TO PURCHASE THE NOTE AND AUTHORIZING THE NEGOTIATED SALE THEREOF TO SAID BANK; PROVIDING SECURITY FOR SUCH NOTE; AUTHORIZING AND DIRECTING CERTAIN OFFICIALS TO DELIVER A CERTIFICATE AS TO TAXES AND REVENUES TO BE COLLECTED, TO CAUSE TO BE MADE THE FILING REQUIRED BY LAW, TO EXECUTE AND DELIVER THE NOTE, AND TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE.

WHEREAS, it has been determined that the Township of Upper Dublin will be required to incur temporary indebtedness for the purpose of providing funds during the fiscal year 1981 for current operating expenses and debt service in the aggregate amount of \$1,000,000 in anticipation of the receipt to taxes with the projected budget requirements set forth in the cash forecast presented to this meeting; and

WHEREAS, a proposal has been submitted by Continental Bank (the "Bank") to purchase Tax and Revenue Anticipation Notes aggregating said One Million Dollars (\$1,000,000), bearing interest at the rate of eight (8%) percent per annum and maturing on December 31, 1981; and

WHEREAS, the aggregate principal amount of such Notes will not exceed 85% of the taxes levied for the current fiscal year and the current revenues for such year, not yet received, estimated to be received during the period when the Notes will be outstanding.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Upper Dublin (the "Issuer") as follows:

1. This Board hereby approves the incurring by the Township of temporary indebtedness, pursuant to the Local Government Unit Debt Act approved April 28, 1978 (Act No. 52), as amended (the "Act"), for the aforesaid purpose in an aggregate amount not exceeding One Million Dollars (\$1,000,000), in accordance with the proposal of the Bank presented to this meeting. Said proposal, a copy of which shall be filed with the minutes of this meeting, is hereby approved and accepted.

2. Said temporary indebtedness shall be represented by fully registered Tax and Revenue Anticipation Notes of the Issuer (the "Notes") and such Notes shall be sold at private sale to the Bank

for a sum equal to the principal amount thereof. The Notes, as to both principal and interest, shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the Fort Washington office of Continental Bank. The Notes shall mature (subject to prepayment without penalty) on December 31, 1981. The Notes are hereby authorized and shall bear interest at the rate of eight (8%) percent per annum from the date thereof to maturity or earlier prepayment calculated in relation to a year of 365 days.

3. All Notes issued under this Resolution shall be equally and ratably secured by, and there is hereby irrevocably pledged to the purchasers thereof, their successors and assigns, for the prompt payment of the principal of such Notes and the interest thereon, all of the income, revenues and receipts of the Issuer to be received during the period when the Notes will be outstanding, including, but not limited to, all taxes and all state subsidies, and reimbursements payable to the Issuer during such period. There is hereby granted to such purchaser, its successors and assigns, a security interest in and a lien and charge on such income, revenue and receipts, perfected and enforceable in accordance with the terms of the Notes. This Resolution and the Act shall constitute a security agreement between the Issuer and the Bank or such other holder from time to time of the Notes.

4. The Issuer hereby covenants with the purchaser of the Notes, its successors and assigns, that no part of the proceeds of the Notes shall at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Notes to be arbitrage bonds as defined in subsection (c) (2) as then in effect, of Section 103 of the Internal Revenue Code of 1954 of the United States of America, and regulations promulgated thereunder, and to be subject to treatment under subsection (c) (1) of said Section as an obligation the interest on which is not excludable from gross income under subsection (a) (1) of said Section.

5. The Issuer hereby warrants to the purchaser of the Notes, its successors and assigns, that it has not encumbered or pledged its income, revenues or receipts for the fiscal year to be pledged as provided in Section 3 hereof, except for the payment of debt service on its outstanding bonds and except for outstanding current operating expenses incurred for the said fiscal year for the payment of which the Notes are to be issued and sold, and further covenants that it will not, so long as the principal of or interest on any of the Notes shall remain unpaid, incur any further obligation against

such income, revenues or receipts ranking prior to or on a parity with the Notes without the consent of the holders of the Notes.

6. All Notes issued hereunder shall be in substantially the same form as attached hereto.

7. The President or Vice President of this Board and the Secretary thereof are hereby authorized and directed to endorse thereon the acceptance of the Issuer of the Note Purchase Proposal of the Bank; to execute a certificate as to taxes and revenues, in the form presented to this meeting and hereby approved, and to file the same together with a certified copy of this Resolution and a true copy of the proposal of the Bank accepted by this Resolution with the Department of Community Affairs of the Commonwealth of Pennsylvania, all as required by the Act; and to execute and file appropriate additional certificates as required by the Act.

8. The proper officers of Issuer are hereby authorized and directed to execute and deliver to the Bank financial statements under the Uniform Commercial Code relating to the Notes.

9. The President or Vice President of this Board of the Issuer is hereby authorized and directed to execute the Notes on behalf of the Issuer and the Secretary is hereby authorized and directed to affix thereto and attest the seal of the Issuer and then deliver them on its behalf.

10. The proper officers of the Issuer are hereby authorized and directed to execute such further documents and certificates and to take such further action as they may deem necessary or proper to issue the Notes and carry out the intent and purpose of this Resolution.

11. All resolutions and parts of resolutions insofar as they are inconsistent herewith are hereby rescinded.

RESOLVED this 30th day of December, 1980.

TOWNSHIP OF UPPER DUBLIN

By Griffith S. Miller, Jr.
Griffith S. Miller, Jr.
President
Board of Commissioners

ATTEST:

Harry Wardle
Harry Wardle, Secretary

RESOLUTION NO. 1123

WHEREAS, the Police Department, through their representatives and the Upper Dublin Board of Commissioners, through their representatives, entered into negotiations for a labor-management contract for the calendar years 1981-1982 in accordance with ACT 111, and

WHEREAS, one of the issues raised was the pension plan, and

WHEREAS, a proposed compromise between a percentage salary increase and a reduction in the police officers contribution to the pension plan was acceptable, and

WHEREAS, both sides have approved the terms of a new contract developed by the negotiating teams, and


WHEREAS, this reduced contribution to the pension plan has been actuarially evaluated and is on file in the offices of the Township.

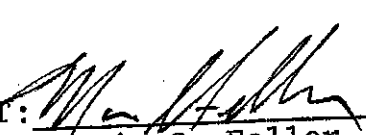
THEREFORE, BE IT RESOLVED, that during the calendar year 1981 a two (2%) percent deduction shall be made from the officers salary, exclusive of overtime pay, which will be paid into the pension fund.

BE IT FURTHER RESOLVED, that during the calendar year 1982 no deductions shall be made for the purpose of the pension fund.

RESOLVED, this 10th day of March 1981.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By: 
Griffith S. Miller, Jr.
President

ATTEST: 
Marvin S. Feller
Secretary

RESOLUTION NO. 1124

THIS RESOLUTION ADOPTED TO CHANGE THE MUNICIPAL EMPLOYEES PENSION PLAN OF UPPER DUBLIN TOWNSHIP:

WHEREAS, on May 1, 1968 the Township adopted a Pension Plan for its municipal employees and entered into a contract with the Travelers Insurance Company of Hartford, Connecticut to administer the plan; and

WHEREAS, the Employee Benefits Committee of the Township, after exhaustive study, has recommended the adoption of a new plan to be administered by the Prudential Insurance Company of America; and

WHEREAS, it is deemed to be in the best interest of the municipal employees to substitute the plan presented by Prudential Insurance Company for that of the Travelers Insurance Company.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Effective January 1, 1981 the Plan and Contract entered into on May 1, 1968 is hereby terminated and substituted therefor is the Pension Plan submitted by Prudential Insurance Company of America (attached hereto and marked Exhibit "A").
2. The Trustees to be appointed as a responsible body for the investment of the plan assets shall be:

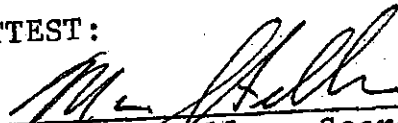
Harry Wardle
James Hopkins
Commissioner Chairman of the
Employees Benefits Committee


BE IT FURTHER RESOLVED that the proper officers be authorized, and they are hereby authorized, to sign all necessary documents to give effect to the plan.

RESOLVED this 24th day of March 1981.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

ATTEST:


Marvin S. Feller, Secretary

By 
Griffith S. Miller, Jr.
President

Pension File No. K4465K

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

Upper Dublin - Integrated Percentage Benefit Pension Plan

GENERAL INFORMATION

(Pages 22/26)

This Plan and Trust are designed for the corporate employer seeking to establish a program to provide eligible employees with financial security at retirement along with benefits for their beneficiaries prior to retirement.

The Plan features the split-funded defined benefit approach and uses a Trust. The Employer may designate either a Bank or one or more responsible individuals to serve as Trustees.

Contributions under the Plan are made to the Trust which, pursuant to directions of the Employer, purchases from the Prudential appropriate life insurance and/or annuity contracts which, together with allocations from a Trust Fund, will provide at retirement guaranteed monthly annuity payments on a straight life or 10-year certain life annuity basis.

The Prudential and its representatives make no representations as to the tax and other legal consequences of this or any other retirement plan. Moreover, the Prudential cannot represent an employer in any way with respect to submissions to or negotiations with the Internal Revenue Service. Prudential assumes no responsibility for seeing to it that the Plan is qualified.

When the Plan and Trust are properly completed and a copy sent to Prudential, then the Plan becomes a Prototype Plan.

The form of this Plan and Trust has been approved by the Internal Revenue Service as a prototype pension program for corporations. The date of such approval is September 12, 1980 and the serial approval number is C790068A. This approval, however, is limited to the form of the Prototype Plan and Trust and does not constitute specific approval of any Employer's plan using this document. Such approval should be requested by the Employer using the appropriate IRS Form, which will be sent to the Employer by the Prudential when the employer notifies Prudential of the adoption of the Plan.

If the needs of an Employer are not met by this Plan or another Prudential master or prototype plan for corporations, Employer's counsel may prepare a retirement plan meeting a specific situation. In this event the Prudential will not be a party to the plan but will review the plan to determine whether it is willing to issue insurance or annuity contracts under it. The procedure for approval of plans which do not follow master or prototype forms is specified in the tax regulations.

Adoption of this Plan and Trust will create serious obligations and vest valuable rights in employees. Therefore it is in your interest to obtain legal advice regarding these matters before adopting this or any other form as a qualified plan for yourself and your employees. Prudential strongly recommends that you consult your legal advisor.

Department of the Treasury
Internal Revenue Service

1111 CONSTITUTION AVENUE N.W.
WASHINGTON, DC 20224

In reply refer to: 50019411
SEPT 12, 1980 LTR 1234C 9452
22-1211670

PRUDENTIAL INSURANCE COMPANY
OF AMERICA
PRUDENTIAL PLAZA, LAW DEPT 10H FLOOR
NEWARK, NJ 07101

District Office Code and
Case Serial Number: 50922566NP
Name of Plan: Split Funded Defined Benefit
Pension Plan K
Application Form: 4461
Employer Identification Number: 22-1211670
Plan Number: 068
File Number: 503001903

Dear Applicant:

In our opinion, the amendment to your form of the plan identified above does not in and of itself adversely affect the plan's acceptability under section 401 of the Internal Revenue Code. This opinion relates only to the acceptability of the amendment to the form of plan under the Internal Revenue Code. It is not an opinion on the qualification of the plan as a whole or of the effect of other Federal or local statutes.

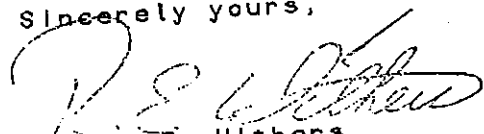
You must furnish a copy of this letter to each employer who adopts the plan. You are also required to send a copy of the approved form of plan, any approved amendments, and related documents to each District Director in whose jurisdiction there are adopting employers.

An employer who adopts the amended form of plan after the date of the amendment and wants a determination letter must file an application with the District Director of Internal Revenue on Form 5307, Short Form Application for Determination for Employee Benefit Plan.

If you have any questions concerning IRS processing of this case and want to call us at 202-566-4708, Mrs. West will be able to help you. Please refer to Letter Serial Number C790068A and the File Number shown in the heading of this letter. Please advise those adopting this plan to contact you if they have any questions about its operation.

You should keep this letter as a permanent record. Please notify us if you terminate the form of plan.

Sincerely yours,


Robert E. Withers

Chief, Employee Plans Technical Br.

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

ESTABLISHMENT OF
NON-INTEGRATED
UNIT PERCENTAGE BENEFIT
PENSION PLAN

(See pages 4 to 8)

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

ARTICLE I (to be completed by the Employer). The Plan is to be based on the following specifications:

1.1 **NAME OF PLAN.** The Employer adopts this document as a Pension Plan which shall be known as the
..... Pension Plan
(the "Plan").

1.2 **TRUSTEE(S).** (9.1) The Employer hereby designates as Trustee(s) of the Plan.

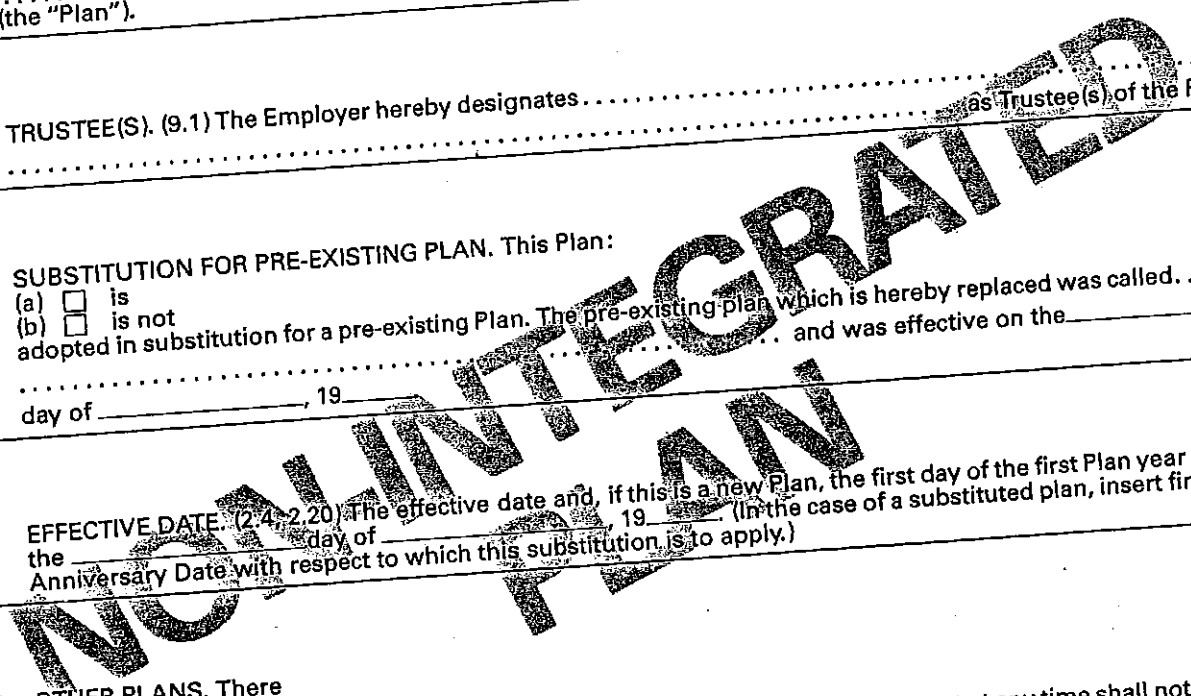
1.3 **SUBSTITUTION FOR PRE-EXISTING PLAN.** This Plan:
(a) is
(b) is not
adopted in substitution for a pre-existing Plan. The pre-existing plan which is hereby replaced was called.....
..... and was effective on the _____
day of _____, 19_____

1.4 **EFFECTIVE DATE.** (2.4, 2.20) The effective date and, if this is a new Plan, the first day of the first Plan year will be
the _____ day of _____, 19_____. (In the case of a substituted plan, insert first Plan
Anniversary Date with respect to which this substitution is to apply.)

1.5 **OTHER PLANS.** There
(a) is not another Plan.
(b) is another Plan. The annual benefit payable under this Plan to a Participant at any time shall not exceed
_____ (not less than 0 or more than 1) times the Maximum Permissible Amount specified in Section 6.1).

1.6 **ELIGIBLE CLASS OF EMPLOYEES.** (3.1) The classes of Employees eligible for participation in the Plan shall be:
(a) All Employees.
(b) All except Employees covered by the terms of a collective bargaining agreement between employee
representatives and the Employer under which retirement benefits were the subject of good faith
bargaining between such employee representatives and the Employer unless such agreement pro-
vides that such Employees are to be included for purposes of coverage under this Plan.

1.7 **AGE.** (3.1) The age requirements for participation in the Plan shall be: (Do not complete (b) if 1.11(c) is elected.)
(a) Attainment of age _____ (not to exceed 25); and,
(b) Not older than age _____ on the Date of Employment (insert 65 if 1.11(a) is elected; any age from 60-65 if
1.11(b) is elected). There is no maximum age for participation if 1.11(c) is elected.



1.8 SERVICE. (2.14, 3.1) (Complete (a), (b), (c), (d), (e) and (f))

- (a) The service requirement for participation in the Plan shall be completion of _____ Years of Service (not to exceed one unless 1.14(a) is elected, in which case, not more than three).
- (b) Hours of Service shall be determined on the basis of:
- (i) actual hours for which an Employee is paid or entitled to payment
 - (ii) days worked. An employee shall be credited with ten (10) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the day.
 - (iii) weeks worked. An employee shall be credited with forty-five (45) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the week.
 - (iv) months worked. An Employee shall be credited with one hundred ninety (190) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the month.
- (c) Service with a Predecessor Employer where this Plan is not a continuation of the predecessor's plan shall
- (i) not be counted.
 - (ii) be counted.
- (d) For purposes of determining the Normal Retirement Benefit, Service performed while a member of an excluded collective bargaining unit shall
- (i) not be counted.
 - (ii) be counted.
- (e) For purposes of determining the Normal Retirement Benefit, Service performed with a trade or business under common control with the Employer shall
- (i) not be counted.
 - (ii) be counted.
- (f) To the extent not excluded by Subsections (c), (d) and (e), for purposes of determining the Normal Retirement Benefit, Service performed prior to the Effective Date of this Plan
- (i) shall not be counted.
 - (ii) shall be counted to the extent indicated below:
 - (A) all of an Employee's Service shall be counted.
 - (B) all of an Employee's Service beginning after _____, 19____ shall be counted (the day and month must coincide with the Plan Anniversary Date).

1.9 NORMAL RETIREMENT BENEFIT (5.1)

- (a) Unit Percentage Benefit. The Normal Retirement Benefit for any Participant shall be $\frac{1}{2}$ of _____ % of the Participant's Average Compensation for each Year of Service taken into account in accordance with Subsection (b).
- (b) To the extent not excluded by Section 1.8, not more than _____ Years of Service shall be taken into account for purposes of Subsection (a). (do not fill in this Subsection (b) unless it is desired to limit the number of Years of Service taken into account for purposes of computing the Normal Retirement Benefit).
- (c) Notwithstanding anything to the contrary contained in Subsections (a) or (b), a Participant's Normal Retirement Benefit shall not exceed \$_____ per month (do not fill in this Subsection (c) unless a maximum monthly benefit less than the amount specified in Section 6.1 is desired).

1.10 BENEFIT REDUCTION. The plan is a unit benefit plan. The Normal Retirement Benefit shall not be reduced.

1.11 NORMAL RETIREMENT DATE. (5.5) The Normal Retirement Date of a Participant shall be

- (a) The later of (1) the Participant's _____ birthday (not less than 55 or more than 65), or (2) the tenth (10th) anniversary of the date on which the Participant commences participation but in no event later than the Participant's 70th birthday.
- (b) The Participant's 65th birthday.
- (c) The later of (1) the Participant's _____ birthday (not less than 55 or more than 65), or (2) the tenth (10th) anniversary of the date on which the Participant commences participation.

1.12 EARLY RETIREMENT. (5.2) Retirement before Normal Retirement Date:

- (a) shall be considered a termination of employment. (Must be selected if Section 1.14(a) is selected).
- (b) will be permitted on or after the Plan Anniversary Date coincident with or following attainment of age _____ with at least _____ Years of Service and at least _____ Years of Participation in the Plan.

A participant who retires in accordance with Section 1.12(b) shall be fully (100%) vested in his Accrued Benefit.

1.13 DISABILITY RETIREMENT. (5.3) Retirement before a Participant's Normal Retirement Date due to disability:

- (a) will be permitted.
- (b) will not be permitted.

A Participant who retires in accordance with Section 1.13(a) shall be fully (100%) vested in his Accrued Benefit.

1.14 VESTING PERCENTAGE. (7.5, 10.4) A Participant's nonforfeitable interest in Employer-derived Accrued Benefits shall be:

- (a) Zero prior to and 100% after the determination by the Internal Revenue Service that the Plan is qualified under Section 401(a) of the Code, or
- (b) as set forth below. Select either column 3, 4 or 5, then fill in column 2 of (i) with numbers equal to or greater than the corresponding numbers in the columns previously selected; fill in (ii) and (iii) unless column 5 is used in (i)

(i)

Minimum % age in
Column 2 if 100%
Nonforfeitable First In:

Years of Service	% Nonforfeitable	Year 10	Year 15	Year 11 (Safe Harbor)
0		-0-	-0-	-0-
1		-0-	-0-	-0-
2		-0-	-0-	-0-
3		-0-	-0-	40
4		-0-	25	45
5		-0-	30	50
6		-0-	35	60
7		-0-	40	70
8		-0-	45	80
9		100	50	90
10		100	60	100
11		100	70	100
12		100	80	100
13		100	90	100
14		100	100	100
15	100	100	100	100

- (ii) Service prior to _____, 19____ (not later than the Effective Date of this Plan or any preexisting plan for which this is a substitute) shall be disregarded for purposes of this Section.
- (iii) Service prior to age _____ (not to exceed 22) shall be disregarded; provided, however, that if age 22 is selected an Employee's Service during the Plan Year in which his twenty-second (22nd) birthday occurs shall not be disregarded.

1.15 EMPLOYEE CONTRIBUTIONS. (4.1, 6.5) Complete (a) and (b)

- (a) A Participant will be required to contribute:
- (i) Nothing.
- (ii) _____ % of Compensation (must not exceed 6%).
- (iii) _____ % of the Normal Retirement Benefit (not to exceed 6% of Compensation).
- (b) Voluntary contributions by a Participant
- (i) will be permitted.
- (ii) will not be permitted.

1.16 COMPENSATION AND COMPENSATION DETERMINATION YEAR. (2.9) (Check (a) or (b) and complete (c) and (d).)

- (a) Compensation means amounts actually paid.
- (b) Compensation means amounts accrued.*
- (c) The Compensation Determination Year shall be the twelve (12) month period selected below; provided, however, that such period shall not end later than the last day of the month in which any Plan Anniversary Date occurs:
- (i) calendar year.
- (ii) Employer's fiscal year on Effective Date.
- (iii) the twelve (12) month period ending on _____ (Do not select (iii) unless Employer records of the Employees' Compensation for this period are readily available.)
- (d) Compensation shall include all wages, salaries and other amounts paid for personal services rendered to the Employer except those checked below:
- (i) Overtime
- (ii) Bonuses
- (iii) Commissions
- (iv) Other extraordinary remuneration (specify) _____

*NOTE: Internal Revenue Service regulations require a written resolution of the Board of Directors of the Employer if (b) is selected.

1.17 RATED PREMIUMS. (8.2) Premiums in excess of standard rates required by the Insurer:

- (a) shall be paid by the:
- (i) Employer.
 - (ii) Employer up to \$_____ per \$1,000 of insurance and the excess by the Participant. If the Participant fails to pay the excess, a smaller contract shall be purchased.
 - (iii) Employer up to _____% of the standard premiums otherwise applicable to the Participant.
 - (iv) Participant.
- (b) shall not be paid and the standard premium shall be applied to the purchase of a smaller Contract.

1.18 INCIDENTAL LIFE INSURANCE (8.1, 8.2) The incidental life insurance benefit shall be (check (a), (b) or (c) and complete applicable items):

- (a) Complete (1) and (2):
- (1) Before the _____ Plan Anniversary Date following an Employee's Date of Employment shall be:
 - (A) Nothing.
 - (B) _____ times the Normal Retirement Benefit (not to exceed 100).
 - (2) On and after the Plan Anniversary Date (selected in Paragraph (1)) following an Employee's Date of Employment shall be _____ times the Normal Retirement Benefit (not to exceed 100).
- (b) An amount of insurance equal to _____ (not to exceed 100) times the Participant's Normal Retirement Benefit; provided, however that in no event may the premium for such insurance policy exceed 66% of the Employer's "Theoretical Contribution", as defined in Section 8.2.
- (c) The amount of insurance which may be purchased on the life of a Participant when _____% (not to exceed 66) of the Employer's "Theoretical Contribution", as defined in Section 8.2, is used to pay premiums on such insurance policy.

1.19 PRE-RETIREMENT DEATH BENEFIT. (8.2) Subject to Sections 1.18, 8.2 and 8.3, the pre-retirement death benefit shall be (Complete only if 1.18(a) is selected):

- (a) The proceeds from all life insurance Contracts on the life of the Participant.
- (b) The greater of:
- (i) the proceeds from all life insurance Contracts on the life of the Participant.
 - (ii) the Actuarial Equivalent of the Participant's Accrued Benefit.

If 1.18(b) or (c) is selected, the pre-retirement death benefit shall be:

(i) The proceeds of the life insurance policy issued on the Participant's life, plus (ii) the lesser of (A) the Actuarial Equivalent of the Participant's Accrued Benefit as of his date of death, or (B) the individual premium reserve that would be available as of the Participant's date of death, assuming that for each Year of Participation his Employer had made a contribution on his behalf equal to the "Theoretical Contribution" as defined in Section 8.2, minus (iii) the cash surrender value of the life insurance policy issued on the Participant's life as of his date of death.

1.20 PERIOD CERTAIN. (5.1) The Normal Retirement Benefit shall, unless the Participant elects otherwise, be paid in the form of a:

- (a) ten (10) year certain and life annuity.
- (b) straight life annuity.

1.21 WAIVER OF PREMIUMS. (8.1) Any waiver of premium benefit available from the Insurer with respect to any Contract:

- (a) will be purchased
- (b) will not be purchased.

1.22 AVERAGING PERIOD (2.5). The period to be used for computing a Participant's Average Compensation shall, subject to rules contained in Section 2.5, be:

- (a) First five (5) consecutive out of the last ten (10) completed Compensation Determination Years.
- (b) Highest five (5) consecutive out of last ten (10) completed Compensation Determination Years.

DATE:

WITNESS:

EMPLOYER:

IRS ID NUMBER (EIN):

ADDRESS:

TRUSTEE(S)

WITNESS:

IRS ID NUMBER (EIN):

ADDRESS:

**NON-INTEGRATED
PLAN**

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

ESTABLISHMENT OF
INTEGRATED
UNIT BENEFIT EXCESS
PENSION PLAN

(See pages 10 to 14)

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

ARTICLE I (to be completed by the Employer). The Plan is to be based on the following specifications:

1.1 **NAME OF PLAN.** The Employer adopts this document as a Pension Plan which shall be known as the
..... Pension Plan
(the "Plan").

1.2 **TRUSTEE(S).** (9.1) The Employer hereby designates as Trustee(s) of the Plan.

1.3 **SUBSTITUTION FOR PRE-EXISTING PLAN.** This Plan:
(a) is
(b) is not
adopted in substitution for a pre-existing Plan. The pre-existing plan which is hereby replaced was called _____
and was effective on the _____
day of _____, 19_____.

1.4 **EFFECTIVE DATE.** (2.4, 2.20) The effective date and, if this is a new Plan, the first day of the first Plan year will be
the _____ day of _____, 19_____. (In the case of a substituted plan, insert first Plan
Anniversary Date with respect to which this substitution is to apply.)

1.5 **OTHER PLANS.** There
(a) is not another Plan.
(b) is another Plan. The annual benefit payable under this Plan to a Participant at any time shall not exceed
_____ (not less than 0 or more than 1) times the Maximum Permissible Amount specified
in Section 6.1.

1.6 **ELIGIBLE CLASS OF EMPLOYEES.** (3.1) The classes of Employees eligible for participation in the Plan shall be:
(a) All Employees.
(b) All except Employees covered by the terms of a collective bargaining agreement between employee
representatives and the Employer under which retirement benefits were the subject of good faith
bargaining between such employee representatives and the Employer unless such agreement pro-
vides that such Employees are to be included for purposes of coverage under this Plan.

1.7 **AGE.** (3.1) The age requirements for participation in the Plan shall be: (Do not complete (b) if 1.11(c) is elected.)
(a) Attainment of age _____ (not to exceed 25); and,
(b) Not older than age _____ on the Date of Employment (insert 65 if 1.11(a) is elected; any age from 60-65 if
1.11(b) is elected). There is no maximum age for participation if 1.11(c) is elected.

1.8 SERVICE. (2.14, 3.1) (Complete (a), (b), (c), (d), (e) and (f))

- (a) The service requirement for participation in the Plan shall be completion of _____ Years of Service (not to exceed one unless 1.14(a) is elected, in which case, not more than three).
- (b) Hours of Service shall be determined on the basis of:
- (i) actual hours for which an Employee is paid or entitled to payment
 - (ii) days worked. An employee shall be credited with ten (10) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the day.
 - (iii) weeks worked. An employee shall be credited with forty-five (45) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the week.
 - (iv) months worked. An Employee shall be credited with one hundred ninety (190) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the month.
- (c) Service with a Predecessor Employer where this Plan is not a continuation of the predecessor's plan shall
- (i) not be counted.
 - (ii) be counted.
- (d) For purposes of determining the Normal Retirement Benefit, Service performed while a member of an excluded collective bargaining unit shall
- (i) not be counted.
 - (ii) be counted.
- (e) For purposes of determining the Normal Retirement Benefit, Service performed with a trade or business under common control with the Employer shall
- (i) not be counted.
 - (ii) be counted.
- (f) To the extent not excluded by Subsections (c), (d) and (e), for purposes of determining the Normal Retirement Benefit, Service performed prior to the Effective Date of this Plan
- (i) shall not be counted.
 - (ii) shall be counted to the extent indicated below:
 - (A) all of an Employee's Service beginning after _____, 19____ shall be counted (the day and month must coincide with the Plan Anniversary Date).
 - (B) all of an Employee's Service beginning after _____, 19____ shall be counted (the day and month must coincide with the Plan Anniversary Date).

1.9 NORMAL RETIREMENT BENEFIT. (1.22, 5.1) (Complete (a) and, if desired, (b) and/or (c)).

- (a) Unit Benefit Excess. The Normal Retirement Benefit for any Participant shall be the sum of $\frac{1}{2}$ of _____% of the Participant's Average Compensation and $\frac{1}{2}$ of _____% (not more than .88 if 1.20(b) is selected and not more than .80 if 1.20(a) is selected) of Average Compensation in excess of Covered Compensation for each Year of Service taken into account in accordance with Subsection (b).
- (b) To the extent not excluded by Section 1.8, not more than _____ Years of Service shall be taken into account for purposes of Subsection (a) (do not fill in this Subsection (b) unless it is desired to limit the number of Years of Service taken into account for purposes of computing the Normal Retirement Benefit).
- (c) Notwithstanding anything to the contrary contained in Subsections (a) or (b), a Participant's Normal Retirement Benefit shall not exceed \$_____ per month (do not fill in this line (c) unless a maximum monthly benefit less than the amount specified in Section 6.1 is desired).

If Covered Compensation, as elected in Section 1.23(e), is greater than the amount in Section 1.23(c) applicable to the earliest retirement date of any person who is or could be a participant, the maximum permissible differential in benefits above and below the Covered Compensation level shall be multiplied by a fraction, the numerator of which is the Covered Compensation under Section 1.23(c) applicable to such earliest birth date and the denominator of which is the Covered Compensation elected in Section 1.23(e).

1.10 BENEFIT REDUCTION. The plan is a unit benefit excess plan. The Normal Retirement Benefit shall not be reduced.

1.11 NORMAL RETIREMENT DATE. (5.5) The Normal Retirement Date of a Participant shall be:

- (a) The later of (1) the Participant's sixty-fifth (65th) birthday, or (2) the tenth (10th) anniversary of the date on which the Participant commences participation, but in no event later than the Participant's seventieth (70th) birthday.
- (b) The Participant's sixty-fifth (65th) birthday.
- (c) The later of (1) the Participant's sixty-fifth (65th) birthday, or (2) the tenth (10th) anniversary of the date on which the Participant commences participation.

1.12 EARLY RETIREMENT. (5.2) Retirement before Normal Retirement Date:

- (a) shall be considered a termination of employment. (Must be selected if Section 1.14(a) is selected).
- (b) will be permitted on or after the Plan Anniversary Date coincident with or following attainment of age _____ with at least _____ Years of Service and at least _____ Years of Participation in the Plan.

A participant who retires in accordance with Section 1.12(b) shall be fully (100%) vested in his Accrued Benefit.

1.13 DISABILITY RETIREMENT. (5.3) Retirement before Normal Retirement Date due to disability:

- (a) will be permitted.
 (b) will not be permitted.

A Participant who retires in accordance with Section 1.13(a) shall be fully (100%) vested in his Accrued Benefit.

1.14 VESTING PERCENTAGE. (7.5, 10.4) A Participant's nonforfeitable interest in Employer-derived Accrued Benefits shall be:

- (a) Zero prior to and 100% after the determination by the Internal Revenue Service that the Plan is qualified under Section 401(a) of the Code.
 (b) as set forth below. (Select either column 3, 4 or 5, then fill in column 2 of (i) with numbers equal to or greater than the corresponding numbers in the columns previously selected; fill in (ii) and (iii) unless column 5 is used in (i)).

(i)

Years of Service	% Nonforfeitable	Year 10	Year 15	Year 11 (Safe Harbor)
0		-0-	-0-	-0-
1		-0-	-0-	-0-
2		-0-	-0-	-0-
3		-0-	-0-	40
4		-0-	25	45
5		-0-	30	50
6		-0-	35	60
7		-0-	40	70
8		-0-	45	80
9		100	50	90
10		100	60	100
11		100	70	100
12		100	80	100
13		100	90	100
14		100	100	100
15	100	100	100	100

- (ii) Service prior to _____ 19____ (not later than the Effective Date of this Plan or any preexisting plan for which this is a substitute) shall be disregarded for purposes of this Section.
 (iii) Service prior to age _____ (not to exceed 22) shall be disregarded; provided, however, that if age 22 is selected an Employee's Service during the Plan Year in which his twenty-second (22nd) birthday occurs shall not be disregarded.

1.15 EMPLOYEE CONTRIBUTIONS. (4.1, 6.5) Complete (a) and (b)

- (a) A Participant will be required to contribute:
 (i) Nothing.
 (ii) _____ % of Compensation (must not exceed 6%).
 (iii) _____ % of the Normal Retirement Benefit (not to exceed 6% of Compensation).
 (b) Voluntary contributions by a Participant
 (i) will be permitted.
 (ii) will not be permitted.

1.16 COMPENSATION AND COMPENSATION DETERMINATION YEAR. (2.9) (Check (a) or (b) and complete (c)).

- (a) Compensation means amounts actually paid.
 (b) Compensation means amounts accrued.*
 (c) The Compensation Determination Year shall be the twelve (12) month period selected below; provided, however, that such period shall not end later than the last day of the month in which any Plan Anniversary Date occurs:
 (i) calendar year.
 (ii) Employer's fiscal year on Effective Date.
 (iii) the twelve (12) month period ending on _____ (Do not select (iii) unless Employer records of the Employees' Compensation for this period are readily available.)

*NOTE: Internal Revenue Service regulations require a written resolution of the Board of Directors of the Employer if (b) is selected.

1.17 RATED PREMIUMS. (8.2) Premiums in excess of standard rates required by the insurer:

- (a) shall be paid by the:
- (i) Employer.
 - (ii) Employer up to \$ _____ per \$1,000 of insurance and the excess by the Participant. If the Participant fails to pay the excess, a smaller contract shall be purchased.
 - (iii) Employer up to _____% of the standard premiums otherwise applicable to the Participant.
 - (iv) Participant.
- (b) shall not be paid and the standard premium shall be applied to the purchase of a smaller Contract.

1.18 INCIDENTAL LIFE INSURANCE (8.1, 8.2) The incidental life insurance benefit shall be (check (a), (b) or (c) and complete applicable items):

- (a) Complete (1) and (2):
- (1) Before the _____ Plan Anniversary Date following an Employee's Date of Employment shall be:
 - (A) Nothing.
 - (B) _____ times the Normal Retirement Benefit (not to exceed 100).
 - (2) On and after the Plan Anniversary Date (selected in Paragraph (1)) following an Employee's Date of Employment shall be _____ times the Normal Retirement Benefit (not to exceed 100).
- (b) An amount of insurance equal to _____ (not to exceed 100) times the Participant's Normal Retirement Benefit; provided, however that in no event may the premium for such insurance policy exceed 66% of the Employer's "Theoretical Contribution", as defined in Section 8.2.
- (c) The amount of insurance which may be purchased on the life of a Participant when _____% (not to exceed 66) of the Employer's "Theoretical Contribution", as defined in Section 8.2, is used to pay premiums on such insurance policy.

1.19 PRE-RETIREMENT DEATH BENEFIT. (8.2) Subject to Sections 1.18, 8.2 and 8.3, the pre-retirement death benefit shall be (Complete only if 1.18(a) is selected):

- (a) The proceeds from all life insurance contracts on the life of the Participant.
- (b) The greater of:
- (i) the proceeds from all life insurance contracts on the life of the Participant.
 - (ii) the Actuarial Equivalent of the Participant's Accrued Benefit.

If 1.18(b) or (c) is selected, the pre-retirement death benefit shall be:

(i) The proceeds of the life insurance policy issued on the Participant's life plus (ii) the lesser of (A) the Actuarial Equivalent of the Participant's Accrued Benefit as of his date of death, or (B) the individual premium reserve that would be available as of the Participant's date of death, assuming that for each Year of Participation his Employer had made a contribution on his behalf equal to the "Theoretical Contribution" as defined in Section 8.2, minus (iii) the cash surrender value of the life insurance policy issued on the Participant's life as of his date of death.

1.20 PERIOD CERTAIN. (5.1) The Normal Retirement Benefit shall, unless the Participant elects otherwise, be paid in the form of a:

- (a) ten (10) year certain and life annuity.
- (b) straight life annuity.

1.21 WAIVER OF PREMIUMS. (8.1) Any waiver of premium benefit available from the Insurer with respect to any Contract:

- (a) will be purchased
- (b) will not be purchased.

1.22 AVERAGING PERIOD (2.5). The period to be used for computing a Participant's Average Compensation shall, subject to rules contained in Section 2.5, be:

- (a) First five (5) consecutive out of the last ten (10) completed Compensation Determination Years.
- (b) Highest five (5) consecutive out of last ten (10) completed Compensation Determination Years.

1.23 COVERED COMPENSATION. Covered Compensation referred to in Section 1.9 shall be: (Do not elect (a) or (b) unless currently in use in a pre-existing plan for which this Plan is a substitute.)

(a) The amount set forth below which is applicable to the Participant:

<u>Participant's Year of Normal Retirement Date</u>	<u>Amount</u>
1968	\$4,800
1969 - 1971	5,400
1972 - 1978	6,000
1979 - 1993	6,600
1994 - 2000	7,200
2001 or later	7,800

(b) The amount set forth below which is applicable to the Participant:

<u>Participant's Year of Normal Retirement Date</u>	<u>Amount</u>
1971 or earlier	\$5,400
1972 - 1975	6,000
1976 - 1981	6,600
1982 - 1991	7,200
1992 - 1993	7,800
1994 - 2003	8,400
2004 or later	9,000

(c) The amount set forth below which is applicable to the Participant:

<u>Participant's Year of Normal Retirement Date</u>	<u>Amount</u>
1975	\$ 6,600
1976	7,200
1977 - 1978	7,800
1979 - 1980	8,400
1981 - 1982	9,000
1983 - 1986	9,600
1987 - 1990	10,200
1991 - 1995	10,800
1996 - 1997	11,400
1998 - 1999	12,000
2000 - 2001	12,600
2002 - 2005	13,200
2006 - 2009	13,800
2010 or later	14,100

(d) The amount applicable to the Participant under the provisions of Title II of the Social Security Act in effect as of the Effective Date of the Plan.

(e) Compensation up to \$ _____

INTEGRATED PLAN

DATE: _____

EMPLOYER:

WITNESS:

IRS ID NUMBER (EIN):

ADDRESS:

TRUSTEE(S)

WITNESS:

IRS ID NUMBER (EIN):

ADDRESS:

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

ESTABLISHMENT OF
NON-INTEGRATED
PERCENTAGE BENEFIT/FLAT BENEFIT
PENSION PLAN

(See pages 16 to 20)

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

ARTICLE I (to be completed by the Employer). The Plan is to be based on the following specifications:

1.1 **NAME OF PLAN.** The Employer adopts this document as a Pension Plan which shall be known as the
 Pension Plan
 (the "Plan").

1.2 **TRUSTEE(S).** (9.1) The Employer hereby designates as Trustee(s) of the Plan.

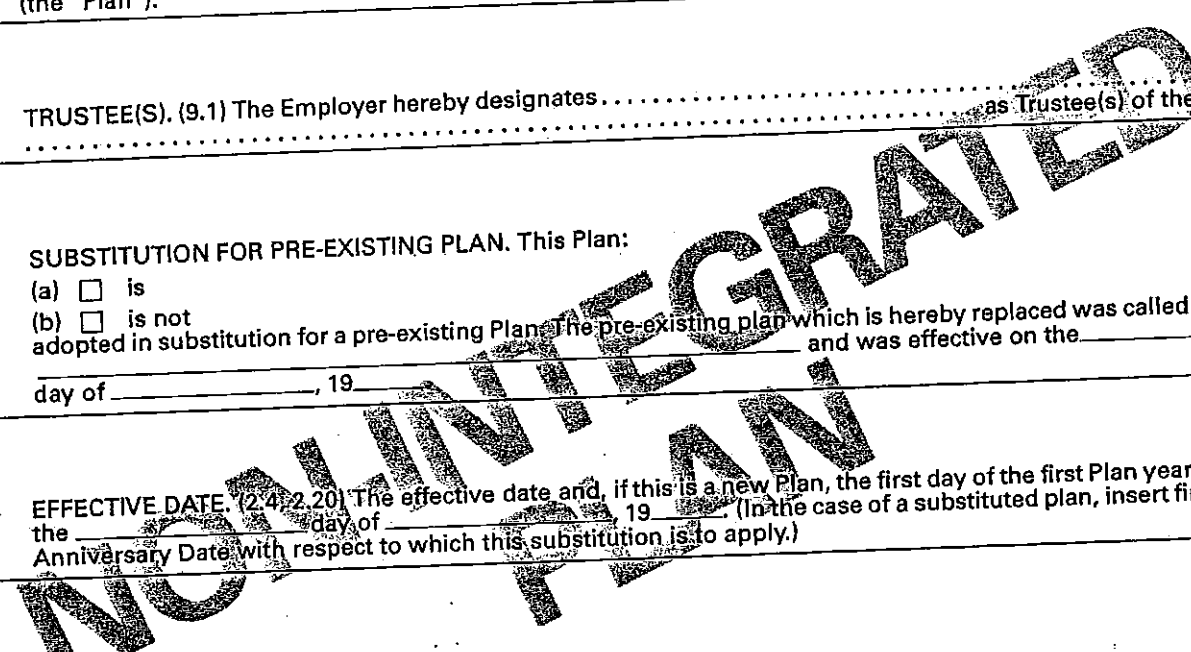
1.3 **SUBSTITUTION FOR PRE-EXISTING PLAN.** This Plan:
 (a) is
 (b) is not
 adopted in substitution for a pre-existing Plan. The pre-existing plan which is hereby replaced was called
 and was effective on the
 day of, 19.....

1.4 **EFFECTIVE DATE.** (2.4, 2.20) The effective date and, if this is a new Plan, the first day of the first Plan year will be
 the day of, 19..... (In the case of a substituted plan, insert first Plan
 Anniversary Date with respect to which this substitution is to apply.)

1.5 **OTHER PLANS.** There
 (a) is not another Plan.
 (b) is another Plan. The annual benefit payable under this Plan to a Participant at any time shall not exceed
 (not less than 0 or more than 1) times the Maximum Permissible Amount specified in
 Section 6.1.

1.6 **ELIGIBLE CLASS OF EMPLOYEES.** (3.1) The classes of Employees eligible for participation in the Plan shall be:
 (a) All Employees.
 (b) All except Employees covered by the terms of a collective bargaining agreement between employee
 representatives and the Employer under which retirement benefits were the subject of good faith
 bargaining between such employee representatives and the Employer unless such agreement pro-
 vides that such Employees are to be included for purposes of coverage under this Plan.

1.7 **AGE.** (3.1) The age requirements for participation in the Plan shall be: (Do not complete (b) if 1.11(c) is elected.)
 (a) Attainment of age (not to exceed 25); and,
 (b) Not older than age on the Date of Employment (insert 65 if 1.11(a) is elected; any age from 60-65 if
 1.11(b) is elected). There is no maximum age for participation if 1.11(c) is elected.



- 1.8 SERVICE. (2.14, 3.1) (Complete (a), (b), (c), (d), (e) and (f))
- (a) The service requirement for participation in the Plan shall be completion of _____ Years of Service (not to exceed one unless 1.14(a) is elected, in which case, not more than three).
- (b) Hours of Service shall be determined on the basis of:
- (i) actual hours for which an Employee is paid or entitled to payment
 - (ii) days worked. An employee shall be credited with ten (10) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the day.
 - (iii) weeks worked. An employee shall be credited with forty-five (45) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the week.
 - (iv) months worked. An Employee shall be credited with one hundred ninety (190) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the month.
- (c) Service with a Predecessor Employer where this Plan is not a continuation of the predecessor's plan shall
- (i) not be counted.
 - (ii) be counted.
- (d) For purposes of determining the Normal Retirement Benefit, Service performed while a member of an excluded collective bargaining unit shall
- (i) not be counted.
 - (ii) be counted.
- (e) For purposes of determining the Normal Retirement Benefit, Service performed with a trade or business under common control with the Employer shall
- (i) not be counted.
 - (ii) be counted.
- (f) To the extent not excluded by Subsections (c), (d) and (e), for purposes of determining the Normal Retirement Benefit, Service performed prior to the Effective Date of this Plan
- (i) shall not be counted.
 - (ii) shall be counted to the extent indicated below:
 - (A) all of an Employee's Service shall be counted.
 - (B) all of an Employee's Service beginning after _____, 19 _____ shall be counted (the day and month must coincide with the Plan Anniversary Date).

- 1.9 NORMAL RETIREMENT BENEFIT. (5.1) (Select (a) or (b).)
- (a) (1) Percentage Plan. (Complete (a)(1) and, if desired, (2) and/or (3).) The Normal Retirement Benefit for any Participant shall be $\frac{1}{12}$ of _____ % of the Participant's Average Compensation (not more than 100%).
- (2) Notwithstanding anything to the contrary contained in Paragraph (a)(1), a Participant's Normal Retirement Benefit shall not be less than \$ _____ per month (do not fill in this line (2) unless a minimum monthly benefit is desired in all cases).
- (3) Notwithstanding anything to the contrary contained in Paragraph (a)(1); a Participant's Normal Retirement benefit shall not exceed \$ _____ per month (do not fill in this line (3) unless a maximum monthly benefit less than the amount specified in Section 6.1 is desired).
- (b) Flat Plan. The Normal Retirement Benefit for any Participant shall be the lesser of (1) \$ _____ per month, or (2) $\frac{1}{12}$ of _____ % of the Participant's Average Compensation (not more than 100%).

1.10 BENEFIT REDUCTION.

- (a) The Normal Retirement Benefit shall be reduced proportionately for each Year of Service completed by a Participant on the Anniversary Date immediately following his Normal Retirement Date less than _____ years.
- (b) The Normal Retirement Benefit shall not be reduced.

For purposes of computing a Participant's Normal Retirement Benefit as of any Anniversary Date prior to his Normal Retirement Date, it will be assumed that he will complete a Year of Service in the Plan Year in which his Normal Retirement Date occurs.

For purposes of determining the extent to which a Participant's Normal Retirement Benefit will be reduced when payable, he will be given credit for a Year of Service if he completes one thousand (1,000) Hours of Service in the Plan Year in which his Normal Retirement Date occurs.

1.11 NORMAL RETIREMENT DATE. (5.5) The Normal Retirement Date of a Participant shall be:

- (a) The later of (1) the Participant's _____ birthday (not less than 55 or more than 65), or (2) the tenth (10th) anniversary of the date on which the Participant commences participation, but in no event later than the Participant's 70th birthday.
- (b) The Participant's 65th birthday.
- (c) The later of (1) the Participant's _____ birthday (not less than 55 or more than 65), or (2) the tenth (10th) anniversary of the date on which the Participant commences participation.

1.12 EARLY RETIREMENT. (5.2) Retirement before Normal Retirement Date:

- (a) shall be considered a termination of employment. (Must be selected if Section 1.14(a) is selected).
- (b) will be permitted on or after the Plan Anniversary Date coincident with or following attainment of age _____ with at least _____ Years of Service and at least _____ Years of Participation in the Plan.

A participant who retires in accordance with Section 1.12(b) shall be fully (100%) vested in his Accrued Benefit.

1.13 DISABILITY RETIREMENT. (5.3) Retirement before a Participant's Normal Retirement Date due to disability:

- (a) will be permitted.
- (b) will not be permitted.

A Participant who retires in accordance with Section 1.13(a) shall be fully (100%) vested in his Accrued Benefit.

1.14 VESTING PERCENTAGE. (7.5, 10.4) A Participant's nonforfeitable interest in Employer-derived Accrued Benefits shall be:

- (a) Zero prior to and 100% after the determination by the Internal Revenue Service that the Plan is qualified under Section 401(a) of the Code, or
- (b) as set forth below. Select either column 3, 4 or 5, then fill in column 2 of (i) with numbers equal to or greater than the corresponding numbers in the columns previously selected; fill in (ii) and (iii) unless column 5 is used in (i)

(i)

Years of Service	% Nonforfeitable	Minimum % age in Column 2, if 100% Nonforfeitable First In		
		Year 10	Year 15	Year 11 (Safe Harbor)
0	_____	-0-	-0-	-0-
1	_____	-0-	-0-	-0-
2	_____	-0-	-0-	-0-
3	_____	-0-	-0-	-0-
4	_____	-0-	-0-	40
5	_____	-0-	25	45
6	_____	-0-	30	50
7	_____	-0-	35	60
8	_____	-0-	40	70
9	_____	-0-	45	80
10	_____	100	50	90
11	_____	100	60	100
12	_____	100	70	100
13	_____	100	80	100
14	_____	100	90	100
15	100	100	100	100

NON-INTEGRATED PLAN

- (ii) Service prior to _____, 19_____, (not later than the Effective Date of this Plan or any preexisting plan for which this is a substitute) shall be disregarded for purposes of this Section.
- (iii) Service prior to age _____ (not to exceed 22) shall be disregarded; provided, however, that if age 22 is selected an Employee's Service during the Plan Year in which his twenty-second (22nd) birthday occurs shall not be disregarded.

1.15 EMPLOYEE CONTRIBUTIONS. (4.1, 6.5) Complete (a) and (b)

- (a) A Participant will be required to contribute:
 - (i) Nothing.
 - (ii) _____% of Compensation (must not exceed 6%).
 - (iii) _____% of the Normal Retirement Benefit (not to exceed 6% of Compensation).
- (b) Voluntary contributions by a Participant
 - (i) will be permitted.
 - (ii) will not be permitted.

1.16 COMPENSATION AND COMPENSATION DETERMINATION YEAR. (2.9) (Check (a) or (b) and complete (c) and (d).)

- (a) Compensation means amounts actually paid.
(b) Compensation means amounts accrued.*
(c) The Compensation Determination Year shall be the twelve (12) month period selected below; provided, however, that such period shall not end later than the last day of the month in which any Plan Anniversary Date occurs:
(i) calendar year.
(ii) Employer's fiscal year on Effective Date.
(iii) the twelve (12) month period ending on _____ (Do not select (iii) unless Employer records of the Employees' Compensation for this period are readily available.)
(d) Compensation shall include all wages, salaries and other amounts paid for personal services rendered to the Employer except those checked below:
(i) Overtime
(ii) Bonuses
(iii) Commissions
(iv) Other extraordinary remuneration (specify) _____

*NOTE: Internal Revenue Service regulations require a written resolution of the Board of Directors of the Employer if (b) is selected.

1.17 RATED PREMIUMS. (8.2) Premiums in excess of standard rates required by the Insurer:

- (a) shall be paid by the:
(i) Employer.
(ii) Employer up to \$_____ per \$1,000 of insurance and the excess by the Participant. If the Participant fails to pay the excess, a smaller contract shall be purchased.
(iii) Employer up to _____% of the standard premiums otherwise applicable to the Participant.
(iv) Participant.
(b) shall not be paid and the standard premium shall be applied to the purchase of a smaller Contract.

1.18 INCIDENTAL LIFE INSURANCE (8.1, 8.2) The incidental life insurance benefit shall be (check (a), (b) or (c) and complete applicable items):

- (a) Complete (1) and (2):
(1) Before the _____ Plan Anniversary Date following an Employee's Date of Employment shall be:
(A) Nothing.
(B) _____ times the Normal Retirement Benefit (not to exceed 100).
(2) On and after the Plan Anniversary Date (selected in Paragraph (1)) following an Employee's Date of Employment shall be _____ times the Normal Retirement Benefit (not to exceed 100).
(b) An amount of insurance equal to _____ (not to exceed 100) times the Participant's Normal Retirement Benefit; provided, however that in no event may the premium for such insurance policy exceed 66% of the Employer's "Theoretical Contribution", as defined in Section 8.2.
(c) The amount of insurance which may be purchased on the life of a Participant when _____% (not to exceed 66) of the Employer's "Theoretical Contribution", as defined in Section 8.2, is used to pay premiums on such insurance policy.

1.19 PRE-RETIREMENT DEATH BENEFIT. (8.2) Subject to Sections 1.18, 8.2 and 8.3, the pre-retirement death benefit shall be (Complete only if 1.18(a) is selected):

- (a) The proceeds from all life insurance Contracts on the life of the Participant.
(b) The greater of:
(i) the proceeds from all life insurance Contracts on the life of the Participant.
(ii) the Actuarial Equivalent of the Participant's Accrued Benefit.

If 1.18(b) or (c) is selected, the pre-retirement death benefit shall be:
(i) The proceeds of the life insurance policy issued on the Participant's life, plus (ii) the lesser of (A) the Actuarial Equivalent of the Participant's Accrued Benefit as of his date of death, or (B) the individual premium reserve that would be available as of the Participant's date of death, assuming that for each Year of Participation his Employer had made a contribution on his behalf equal to the "Theoretical Contribution" as defined in Section 8.2, minus (iii) the cash surrender value of the life insurance policy issued on the Participant's life as of his date of death.

1.20 PERIOD CERTAIN. (5.1) The Normal Retirement Benefit shall, unless the Participant elects otherwise, be paid in the form of a:

- (a) ten (10) year certain and life annuity.
(b) straight life annuity.

1.21 WAIVER OF PREMIUMS. (8.1) Any waiver of premium benefit available from the Insurer with respect to any Contract:

- (a) will be purchased
- (b) will not be purchased.

1.22 AVERAGING PERIOD (2.5). The period to be used for computing a Participant's Average Compensation shall, subject to rules contained in Section 2.5, be:

- (a) First five (5) consecutive out of the last ten (10) completed Compensation Determination Years.
- (b) Highest five (5) consecutive out of last ten (10) completed Compensation Determination Years.

**NON-INTEGRATED
PLAN**

DATE:

WITNESS:

EMPLOYER:

.....

IRS ID NUMBER (EIN):

ADDRESS:

.....

TRUSTEE(S)

.....

.....

WITNESS:

IRS ID NUMBER (EIN):

ADDRESS:

.....

.....

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS
SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN
PROTOTYPE PLAN K

ESTABLISHMENT OF
INTEGRATED
PERCENTAGE BENEFIT
PENSION PLAN

(See pages 22 to 26)

PRUDENTIAL PENSION PROGRAM FOR CORPORATIONS

SPLIT-FUNDED DEFINED BENEFIT PENSION PLAN

PROTOTYPE PLAN K

ARTICLE I (to be completed by the Employer). The Plan is to be based on the following specifications:

1.1 NAME OF PLAN. The Employer adopts this document as a Pension Plan which shall be known as the
Township of Upper Dublin Municipal Pension Plan
Employees
(the "Plan").

1.2 TRUSTEE(S). (9.1) The Employer hereby designates Harry Wardle +
James Hopkins as Trustee(s) of the Plan.

1.3 SUBSTITUTION FOR PRE-EXISTING PLAN. This Plan:
(a) is
(b) is not
adopted in substitution for a pre-existing Plan. The pre-existing plan which is hereby replaced was called
Township of Upper Dublin (Ohio) and was effective on the 1st
day of May 1968.

1.4 EFFECTIVE DATE. (2.4, 2.20) The effective date and, if this is a new Plan, the first day of the first Plan year will be
the 1st day of Jan, 1981. (In the case of a substituted plan, insert first Plan
Anniversary Date with respect to which this substitution is to apply.)

1.5 OTHER PLANS. There
(a) is not another Plan.
(b) is another Plan. The annual benefit payable under this Plan to a Participant at any time shall not exceed
_____ (not less than 0 or more than 1) times the Maximum Permissible Amount specified in
Section 6.1.

1.6 ELIGIBLE CLASS OF EMPLOYEES. (3.1) The classes of Employees eligible for participation in the Plan shall be:
(a) All Employees.
(b) All except Employees covered by the terms of a collective bargaining agreement between employee
representatives and the Employer under which retirement benefits were the subject of good faith
bargaining between such employee representatives and the Employer unless such agreement pro-
vides that such Employees are to be included for purposes of coverage under this Plan.

1.7 AGE. (3.1) The age requirements for participation in the Plan shall be: (Do not complete (b) if 1.11 (c) is elected.)
(a) Attainment of age 25 (not to exceed 25); and,
(b) Not older than age _____ on the Date of Employment (insert 65 if 1.11 (a) is elected; any age from 60-65 if
1.11 (b) is elected). There is no maximum age for participation if 1.11 (c) is elected.

1.8 SERVICE. (2.14, 3.1) (Complete (a), (b), (c), (d), (e) and (f))

- (a) The service requirement for participation in the Plan shall be completion of 1 Years of Service (not to exceed one unless 1.14(a) is elected, in which case, not more than three).
- (b) Hours of Service shall be determined on the basis of:
 - (i) actual hours for which an Employee is paid or entitled to payment
 - (ii) days worked. An employee shall be credited with ten (10) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the day.
 - (iii) weeks worked. An employee shall be credited with forty-five (45) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the week.
 - (iv) months worked. An Employee shall be credited with one hundred ninety (190) Hours of Service if under Section 2.14 such Employee would be credited with at least one (1) Hour of Service during the month.
- (c) Service with a Predecessor Employer where this Plan is not a continuation of the predecessor's plan shall
 - (i) not be counted.
 - (ii) be counted.
- (d) For purposes of determining the Normal Retirement Benefit, Service performed while a member of an excluded collective bargaining unit shall
 - (i) not be counted.
 - (ii) be counted. *N/A*
- (e) For purposes of determining the Normal Retirement Benefit, Service performed with a trade or business under common control with the Employer shall
 - (i) not be counted.
 - (ii) be counted. *N/A*
- (f) To the extent not excluded by Subsections (c), (d) and (e), for purposes of determining the Normal Retirement Benefit, Service performed prior to the Effective Date of this Plan
 - (i) shall not be counted.
 - (ii) shall be counted to the extent indicated below:
 - (A) all of an Employee's Service shall be counted.
 - (B) all of an Employee's Service beginning after _____, 19 _____ shall be counted (the day and month must coincide with the Plan Anniversary Date).

1.9 NORMAL RETIREMENT BENEFIT. (1.22, 5.1) (Complete (a) and, if desired, (b).)

- (a) Percentage Benefit. The Normal Retirement Benefit for any Participant shall be 1/12 of the sum of 20 % of his Average Compensation not in excess of such Participant's Covered Compensation, plus 50 % (not more than 30 greater than the number in the first blank if 1.20(a) is selected; not more than 33 1/3 greater than the number in the first blank if 1.20(b) is selected) of that portion, if any, of such Participant's Average Compensation in excess of his Covered Compensation.
- (b) Notwithstanding anything to the contrary contained in Subsection (a), a Participant's Normal Retirement Benefit shall not exceed \$ _____ per month (do not fill in this line (b) unless a maximum monthly benefit less than the amount specified in Section 6.1 is desired).

If Covered Compensation, as elected in Section 1.23(e), is greater than the amount in Section 1.23(c) applicable to the earliest retirement date of any person who is or could be a participant, the maximum permissible differential in benefits above and below the Covered Compensation level shall be multiplied by a fraction, the numerator of which is the Covered Compensation under Section 1.23(c) applicable to such earliest birth date and the denominator of which is the Covered Compensation elected in Section 1.23(e).

1.10 BENEFIT REDUCTION.

- (a) The Normal Retirement Benefit shall be reduced proportionately for each Year of Service completed by a Participant on the Anniversary Date immediately following his Normal Retirement Date less than 30 years (not less than 15).
- (b) The difference between the two percentages in Section 1.9(a) shall be reduced proportionately for each Year of Service less than _____ years (this number not less than 15) on the Anniversary Date immediately following his Normal Retirement Date, by reducing the percentage applicable to the Participant's Average Compensation in excess of Covered Compensation.

For purposes of computing a Participant's Normal Retirement Benefit as of any Anniversary Date prior to his Normal Retirement Date, it will be assumed that he will complete a Year of Service in the Plan Year in which his Normal Retirement Date occurs.

For purposes of determining the extent to which a Participant's Normal Retirement Benefit will be reduced when payable, he will not be given credit for a Year of Service unless he completes one thousand (1,000) Hours of Service in the Plan Year in which his Normal Retirement Date occurs.

1.11 NORMAL RETIREMENT DATE. (5.5) The Normal Retirement Date of a Participant shall be:

- (a) The later of (1) the Participant's sixty-fifth (65th) birthday, or (2) the tenth (10th) anniversary of the date on which the Participant commences participation, but in no event later than the Participant's seventieth (70th) birthday.
- (b) The Participant's sixty-fifth (65th) birthday.
- (c) The later of (1) the Participant's sixty-fifth (65th) birthday, or (2) the tenth (10th) anniversary of the date on which the Participant commences participation.

1.12 EARLY RETIREMENT. (5.2) Retirement before Normal Retirement Date:

- (a) shall be considered a termination of employment. (Must be selected if Section 1.14(a) is selected).
- (b) will be permitted on or after the Plan Anniversary Date coincident with or following attainment of age 55 with at least 10 Years of Service and at least 5 Years of Participation in the Plan.

A participant who retires in accordance with Section 1.12(b) shall be fully (100%) vested in his Accrued Benefit.

1.13 DISABILITY RETIREMENT. (5.3) Retirement before Normal Retirement Date due to disability:

- (a) will be permitted.
- (b) will not be permitted.

A Participant who retires in accordance with Section 1.13(a) shall be fully (100%) vested in his Accrued Benefit.

1.14 VESTING PERCENTAGE. (7.5, 10.4) A Participant's nonforfeitable interest in Employer-derived Accrued Benefits shall be:

- (a) Zero prior to and 100% after the determination by the Internal Revenue Service that the Plan is qualified under Section 401(a) of the Code.
- (b) as set forth below. Select either column 3, 4 or 5; then fill in column 2 of (i) with numbers equal to or greater than the corresponding numbers in the columns previously selected; fill in (ii) and (iii) unless column 5 is used in (i)

Years of Service	% Nonforfeitable	Year 10	Year 15	Year 11 (Safe Harbor) ✓
0		-0-	-0-	-0-
1		-0-	-0-	-0-
2		-0-	-0-	-0-
3		-0-	-0-	-0-
4		-0-	-0-	40
5		-0-	25	45
6		-0-	30	50
7		-0-	35	60
8		-0-	40	70
9		-0-	45	80
10		100	50	90
11		100	60	100
12		100	70	100
13		100	80	100
14		100	90	100
15	100	100	100	100

- (ii) Service prior to _____, 19_____, (not later than the Effective Date of this Plan or any preexisting plan for which this is a substitute) shall be disregarded for purposes of this Section.
- (iii) Service prior to age _____ (not to exceed 22) shall be disregarded; provided, however, that if age 22 is selected an Employee's Service during the Plan Year in which his twenty-second (22nd) birthday occurs shall not be disregarded.

1.15 EMPLOYEE CONTRIBUTIONS. (4.1, 6.5) Complete (a) and (b)

- (a) A Participant will be required to contribute:
 - (i) Nothing.
 - (ii) _____ % of Compensation (must not exceed 6%).
 - (iii) _____ % of the Normal Retirement Benefit (not to exceed 6% of Compensation).
- (b) Voluntary contributions by a Participant
 - (i) will be permitted.
 - (ii) will not be permitted.

1.16 COMPENSATION AND COMPENSATION DETERMINATION YEAR. (2.9) (Check (a) or (b) and complete (c)).

- (a) Compensation means amounts actually paid.
(b) Compensation means amounts accrued.*
(c) The Compensation Determination Year shall be the twelve (12) month period selected below; provided, however, that such period shall not end later than the last day of the month in which any Plan Anniversary Date occurs:
(i) calendar year.
(ii) Employer's fiscal year on Effective Date.
(iii) the twelve (12) month period ending on _____ (Do not select (iii) unless Employer records of the Employees' Compensation for this period are readily available.)

*NOTE: Internal Revenue Service regulations require a written resolution of the Board of Directors of the Employer if (b) is selected.

1.17 RATED PREMIUMS. (8.2) Premiums in excess of standard rates required by the insurer:

- (a) shall be paid by the:
(i) Employer.
(ii) Employer up to \$_____ per \$1,000 of insurance and the excess by the Participant. If the Participant fails to pay the excess, a smaller contract shall be purchased.
(iii) Employer up to _____% of the standard premiums otherwise applicable to the Participant.
(iv) Participant.
 Shall not be paid and the standard premium shall be applied to the purchase of a smaller contract.

1.18 INCIDENTAL LIFE INSURANCE (8.1, 8.2) The incidental life insurance benefit shall be (check (a), (b) or (c) and complete applicable items):

- (a) Complete (1) and (2):
(1) Before the _____ Plan Anniversary Date following an Employee's Date of Employment shall be:
(A) Nothing.
(B) _____ times the Normal Retirement Benefit (not to exceed 100).
(2) On and after the Plan Anniversary Date (selected in Paragraph (1)) following an Employee's Date of Employment shall be _____ times the Normal Retirement Benefit (not to exceed 100).
(b) An amount of insurance equal to _____ (not to exceed 100) times the Participant's Normal Retirement Benefit; provided, however, that in no event may the premium for such insurance policy exceed 66% of the Employer's "Theoretical Contribution" as defined in Section 8.2.
(c) The amount of insurance which may be purchased on the life of a Participant when _____% (not to exceed 66) of the Employer's "Theoretical Contribution" as defined in Section 8.2, is used to pay premiums on such insurance policy.

1.19 PRE-RETIREMENT DEATH BENEFIT. (8.2) Subject to Sections 1.18, 8.2 and 8.3, the pre-retirement death benefit shall be (Complete only if 1.18(a) is selected):

- (a) The proceeds from all life insurance Contracts on the life of the Participant.
(b) The greater of:
(i) the proceeds from all life insurance Contracts on the life of the Participant.
(ii) the Actuarial Equivalent of the Participant's Accrued Benefit.

If 1.18(b) or (c) is selected, the pre-retirement death benefit shall be:

(i) The proceeds of the life insurance policy issued on the Participant's life, plus (ii) the lesser of (A) the Actuarial Equivalent of the Participant's Accrued Benefit as of his date of death, or (B) the individual premium reserve that would be available as of the Participant's date of death, assuming that for each Year of Participation his Employer had made a contribution on his behalf equal to the "Theoretical Contribution" as defined in Section 8.2, minus (iii) the cash surrender value of the life insurance policy issued on the Participant's life as of his date of death.

1.20 PERIOD CERTAIN. (5.1) The Normal Retirement Benefit shall, unless the Participant elects otherwise, be paid in the form of a:

- (a) ten (10) year certain and life annuity.
(b) straight life annuity.

1.21 WAIVER OF PREMIUMS. (8.1) Any waiver of premium benefit available from the Insurer with respect to any Contract:

- (a) will be purchased
(b) will not be purchased.

1.22 AVERAGING PERIOD (2.5). The period to be used for computing a Participant's Average Compensation shall, subject to rules contained in Section 2.5, be:

- (a) First five (5) consecutive out of the last ten (10) completed Compensation Determination Years.
(b) Highest five (5) consecutive out of last ten (10) completed Compensation Determination Years.

1.23 COVERED COMPENSATION. Covered Compensation referred to in Section 1.9 shall be: (Do not elect (a) or (b) unless currently in use in a pre-existing plan for which this Plan is a substitute.)

(a) The amount set forth below which is applicable to the Participant:

<u>Participant's Year of Normal Retirement Date</u>	<u>Amount</u>
1968	\$4,800
1969 - 1971	5,400
1972 - 1978	6,000
1979 - 1993	6,600
1994 - 2000	7,200
2001 or later	7,800

(b) The amount set forth below which is applicable to the Participant:

<u>Participant's Year of Normal Retirement Date</u>	<u>Amount</u>
1971 or earlier	\$5,400
1972 - 1975	6,000
1976 - 1981	6,600
1982 - 1991	7,200
1992 - 1993	7,800
1994 - 2003	8,400
2004 or later	9,000

(c) The amount set forth below which is applicable to the Participant:

<u>Participant's Year of Normal Retirement Date</u>	<u>Amount</u>
1975	\$ 6,600
1976	7,200
1977 - 1978	7,800
1979 - 1980	8,400
1981 - 1982	9,000
1983 - 1986	9,600
1987 - 1990	10,200
1991 - 1995	10,800
1996 - 1997	11,400
1998 - 1999	12,000
2000 - 2001	12,600
2002 - 2005	13,200
2006 - 2009	13,800
2010 or later	14,100

(d) The amount applicable to the Participant under the provisions of Title II of the Social Security Act in effect as of the Effective Date of the Plan.

(e) Compensation up to \$ _____

INTEGRATED PLAN

DATE: 3/24/01

WITNESS: Gloria M. Hessler

EMPLOYER: [Signature]

IRS ID NUMBER (EIN): 23-6003042
 ADDRESS: 501 Loch Aish Ave.
Ft. Washington, Pa. 19034

TRUSTEE(S) [Signature]

WITNESS: Gloria M. Hessler

IRS ID NUMBER (EIN): _____
 ADDRESS: _____

**ARTICLE II
DEFINITIONS**

- 2.1 **ACCUMULATED CONTRIBUTIONS.** "Accumulated Contributions" means all mandatory contributions made by a Participant with interest credited thereon to the Anniversary Date coincident with or immediately following such Participant's Normal Retirement Date. For Plan Years beginning prior to the "ERISA Effective Date", the rate of credited interest will be based on the rate of credited interest under the provisions of the Plan as in effect for those years. Effective as of the "ERISA Effective Date", the rate of credited interest will be five percent (5%) per annum, compounded annually, or such other rate as may be prescribed under regulations issued by the Secretary of the Treasury.
- For purposes of this Section 2.1, "ERISA Effective Date" means—
- (a) the first Anniversary Date after December 31, 1975, if the Plan was in existence on January 1, 1974; or
- (b) in the case of a Plan which was not in existence on January 1, 1974, the first Anniversary Date after September 2, 1974.
- 2.2 **ACTUARIAL EQUIVALENT.** Any benefit which under the terms of this Plan is the Actuarial Equivalent of a stated benefit shall have the same present value on the date payment commences as such stated benefit. For purposes of establishing the present value of a stated benefit the following rules shall apply:
- (a) **At Normal Retirement Date—**
Present value of a Participant's Accrued Benefit at Normal Retirement Date shall be determined by applying the then current purchase rates for qualified, single payment, non-participating immediate annuities issued by The Prudential Insurance Company of America.
- (b) **At Any Date Prior to Normal Retirement Date—**
Present value of a Participant's Accrued Benefit at any date preceding a Participant's Normal Retirement Date shall be determined in the same manner as described in Subsection (a) (except that the purchase rates in effect on the date calculation is made shall apply) and discounting the resulting value at 6% per annum.
- (c) **At Any Date Subsequent to Normal Retirement Date—**
Present value of a Participant's Accrued Benefit at any date subsequent to a Participant's Normal Retirement Date shall be determined in the same manner as described in Subsection (a) (utilizing the purchase rates as in effect on the Participant's Normal Retirement Date) and accumulating the resulting value at 6% per annum.
- The present value of any alternative method of payment shall be determined by applying the then current purchase rates for qualified, single payment, non-participating immediate annuities issued by The Prudential Insurance Company of America.
- 2.3 **ADMINISTRATOR.** "Administrator" means the Employer named in Section 1.1 in the absence of any individual or entity appointed by the Employer who has agreed to be the Administrator. The Administrator shall be the "named fiduciary" within the meaning of Section 402(A)(2) of ERISA.
- 2.4 **ANNIVERSARY DATE.** "Anniversary Date" means the Effective Date of the Plan and the same day and month of each subsequent calendar year.
- 2.5 **AVERAGE COMPENSATION.** "Average Compensation" means the average of a Participant's Compensation during the Averaging Period selected in Section 1.22. For this purpose if Section 1.22(a) is selected "Average Compensation" shall be computed in accordance with Subsections (a) or (b); if 1.22(b) is selected Average Compensation shall be computed in accordance with Subsection (c).
- (a) The average of a Participant's Compensation for the five (5) consecutive Compensation Determination Years ending not later than the last day of the month in which the fifth Anniversary Date preceding the Participant's Normal Retirement Date occurs, in the case of a Participant whose Date of Employment occurs ten (10) or more years prior to his Normal Retirement Date; or,
- (b) the average of a Participant's Compensation for the first five (5) Compensation Determination Years, or all Compensation Determination Years if less than five, beginning with the first complete Compensation Determination Year following the Participant's Date of Employment and ending not later than the last fully completed Compensation Determination Year coinciding with or immediately preceding a Participant's Normal Retirement Date, in the case of a Participant whose Date of Employment occurs less than ten (10) years prior to his Normal Retirement Date.
- (c) The average of a Participant's Compensation for the five (5) highest consecutive Compensation Determination Years out of the last ten (10) completed Compensation Determination Years ending prior to the Anniversary Date following a Participant's Normal Retirement Date; provided, however, that any Compensation Determination Year ending more than thirty (30) days after the Plan Anniversary preceding a Participant's Normal Retirement Date shall also be disregarded.
- (d) If, during any Compensation Determination Years taken into account for determining a Participant's Average Compensation in accordance with Subsections (a), (b) or (c), whichever is applicable, such Participant performed fewer Hours of Service than are customary for his job category, his Compensation for such Compensation Determination Year shall (solely for purposes of determining his Average Compensation) be multiplied by a fraction, the numerator of which shall be the number of Hours of Service that an Employee in the Participant's job category would customarily perform in a year, and the denominator of which shall be the number of Hours of Service that the Participant actually performed in such Compensation Determination Year.
- For purposes of calculating the Normal Retirement Benefit during any Plan Year prior to the date on which Average Compensation can be determined, it shall be assumed that the Compensation earned in the last completed Compensation Determination Year which ended not later than the last day of the month in which the Plan Anniversary Date for such Plan Year occurs shall continue at the same rate until Average Compensation is determinable.

- 2.6 **BENEFICIARY.** "Beneficiary" means any person, trust or other recipient designated by a Participant or by the terms of the Plan to receive any benefits under this Plan on the death of such Participant.
- 2.7 **BREAK IN SERVICE.** "Break in Service" shall mean a period of 12 consecutive months beginning on the Date of Employment and subsequent anniversaries thereof during which the Employee does not complete more than 500 Hours of Service.
- 2.8 **CODE.** "Code" means the Internal Revenue Code of 1954, as amended.
- 2.9 **COMPENSATION.** "Compensation" means the salary, wages and other direct remuneration paid to or accrued for a Participant, as elected in Section 1.16, by the Employer during the Compensation Determination Year, Plan Year or Limitation Year. If a Participant did not receive a salary, wages or other direct remuneration for a full year because of either a recent Date of Employment or recent establishment of the Employer, "Compensation" means the salary, wages or other direct remuneration annualized to the full amount which such Participant would have received for working during a full year. If the Plan is integrated, all such amounts shall be included in Compensation. If the Plan is not integrated, then payments for overtime and any bonus payments shall be included for purposes of Section 6.1 and shall be included or excluded from Compensation for all other purposes of the Plan according to the selection made in Section 1.16.
- 2.10 **CONTRACT.**
 (a) "Contract" means a whole life insurance policy or annuity contract issued by the Insurer on behalf of any Participant.
 (b) In the case of any plan for which this Plan is a substitute, Contract also means a term life insurance policy purchased on the life of a Participant prior to the date this Plan is adopted in accordance with the provisions of such plan as in effect on the date such Contract was purchased.
- 2.11 **DATE OF EMPLOYMENT.** "Date of Employment" means the date on which an Employee first performs an Hour of Service for the Employer or any Predecessor Employer.
- 2.12 **EMPLOYER.** "Employer" means the Employer which adopts this Plan. In the case of a group of employers which constitutes a controlled group of corporations (as defined in Section 414(b) of the Code as modified by Section 415(h)) or which constitutes trades or businesses (whether or not incorporated) which are under common control (as defined in Section 414(c) as modified by Section 415(h)), all such employers shall be considered a single employer for purposes of applying the limitations of Section 6.1.
- 2.13 **ERISA.** "ERISA" means the Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 2.14 **HOUR OF SERVICE.** "Hour of Service" means:
 (a) each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed; and,
 (b) each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which are incorporated herein by this reference; and
 (c) each hour for which back pay, irrespective of mitigation or damages, has been either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.
- Hours of Service shall be determined on the basis of the method selected in Section 1.8. The method selected shall be applied to all Employees covered under the Plan.
- Where the Employer maintains the Plan of a Predecessor Employer, Service for such Predecessor Employer shall be treated as Service for the Employer.
- 2.15 **INSURER.** "Insurer" means The Prudential Insurance Company of America (Prudential) or any other life insurance company authorized to do business in this state.
- 2.16 **LIMITATION YEAR.** "Limitation Year" means a calendar year or any other 12-consecutive-month period adopted for all plans of the Employer pursuant to a written resolution adopted by the Employer.

- 2.17 PARTICIPANT. "Participant" means any Employee who has commenced participation pursuant to Section 3.2 and who has not ceased participation pursuant to Section 3.3.
- 2.18 PBGC. "PBGC" means the Pension Benefit Guaranty Corporation.
- 2.19 PLAN. "Plan" means this document, including the provisions of Articles I-XII and any amendments adopted by the Employer or Prudential.
- 2.20 PLAN YEAR. "Plan Year" means the 12-consecutive-month period commencing with any Anniversary Date and ending immediately before the next succeeding Anniversary Date.
- 2.21 PREDECESSOR EMPLOYER. "Predecessor Employer" means any organization which conducted essentially the same trade, business or profession with essentially the same personnel as the Employer.
- 2.22 QUALIFIED EARLY RETIREMENT AGE. "Qualified Early Retirement Age" means the latest of (1) the earliest date, under the Plan, on which the Participant may elect (without regard to any requirement that approval of early retirement be obtained) to receive retirement benefits (other than disability benefits), (2) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age Date or (3) the date on which the Participant commences participation in this Plan.
- 2.23 SERVICE. "Service", except where specifically excluded, means employment with:
- (a) the Employer,
 - (b) a Predecessor Employer (if the Employer maintains a plan of such Predecessor Employer), and
 - (c) all trades or businesses (whether or not incorporated) which are under common control with the Employer.
- Service with a Predecessor Employer, where the Employer does not maintain the Predecessor Employer's plan, as a member of an excluded collective bargaining unit and for a trade or business under common control with the Employer, shall be taken for account as if selected in Section 1.8.
- 2.24 TRUST FUND. "Trust Fund" means the Trust Fund as defined in Section 9.3.
- 2.25 TRUSTEE. "Trustee" means the individual(s) or entity designated in the Adoption Agreement or appointed by the Employer as a successor to such designated Trustee.
- 2.26 YEAR OF PARTICIPATION. "Year of Participation" means a Plan Year during which an Employee completes one thousand (1,000) Hours of Service while a Participant in the Plan.
- 2.27 YEAR OF SERVICE.
- (a) "Year of Service" means, unless excluded by Subsection (b) and to the extent disregarded pursuant to Section 1.8, a Plan Year during which an Employee completes 1,000 Hours of Service; provided, however, that for purposes of eligibility to participate in this Plan "Year of Service" means the initial 12-month period commencing on the date the Employee first performs an Hour of Service for the Employer, and each 12-month period commencing on any anniversary thereof.
 - (b) A "Year of Service" for accrued benefit purposes shall not include Service performed with respect to which a Participant has received and not returned a distribution of the Actuarial Equivalent of his entire vested benefit upon cessation of participation in this Plan pursuant to Section 9.4 or under any other circumstances prescribed by the Secretary of the Treasury. "Year of Service" for vesting purposes shall not take into account any Service completed before the age, if any, selected in Section 1.14(b)(iii), any Service during a period for which the Participant declined to make all of the mandatory Employee Contributions, if any, as required by Section 1.15(a) "Year of Service" for vesting purposes shall take into account any Service completed by a Participant during a period for which he or she made any part of the mandatory Employee Contributions if such mandatory Employee Contributions are required by Section 1.15(a).
 - (c) For Plan Years commencing before January 1, 1976 (or, if earlier, the effective date of ERISA's vesting and break in service rules), Years of Service shall be computed with respect to the year of service and break in service rules, if any, under the Plan as then in effect.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

- 3.1 **ELIGIBILITY.** Each Employee in the Eligible Class as defined in Section 1.6 shall be eligible to participate in this Plan as of the date on which that Employee completes the Age and Service requirements specified in Article I.
- 3.2 **PARTICIPATION.** An Employee shall commence participation in the Plan on the Anniversary Date specified in Subsection (a), (b) or (c), whichever is applicable—
- (a) the Anniversary Date coincident with his satisfaction of the eligibility requirements specified in Section 3.1, if he satisfies such requirements on such Anniversary Date.
 - (b) the Anniversary Date immediately preceding his satisfaction of the eligibility requirements specified in Section 3.1, if he satisfies or is reasonably expected to satisfy such requirements by the last day of the sixth month following such Anniversary Date; or
 - (c) the Anniversary Date next following his satisfaction of the eligibility requirements specified in Section 3.1 in any case in which a Participant does not commence participation pursuant to Subsection (a) or (b) of this Section 3.2.
- 3.3 **CESSATION OF PARTICIPATION.** A Participant shall cease participation in this Plan upon the earliest to occur of:
- (a) termination of the Plan,
 - (b) death,
 - (c) retirement or other termination of employment with the Employer,
 - (d) acceptance by the Trustees of an election by an Employee not to participate,
 - (e) any change in the status of an Employee where such change removes the Employee from the eligible class of employees,
or
 - (f) refusal of the Employee to make any part of a mandatory contribution.
- 3.4 **PARTICIPATION UPON REEMPLOYMENT.** Each Employee who ceases participation in this Plan after failure to make a full mandatory contribution, or removal from the eligible class of employees shall participate again immediately upon making a full mandatory contribution or re-entry into the eligible class. Each Employee who ceases participation in this Plan after acceptance by the Trustees of an election not to be covered shall recommence participation on the Anniversary Date following the delivery of a written notice of revocation of such election to the Trustees.

If a Participant becomes ineligible to participate because he/she terminates employment with the Employer or is no longer a member of the eligible class and if such Participant incurs a Break in Service his/her eligibility to participate shall be determined pursuant to the following paragraphs:

A former Participant shall again become a Participant immediately upon his/her return to the employ of the Employer or return to the eligible class, if such former Participant had a nonforfeitable right to all or a portion of his/her Accrued Benefit derived from Employer contributions on the date he/she ceased participation in the Plan.

A former Participant who did not have a nonforfeitable right to any portion of his/her Accrued Benefit derived from Employer contributions on the date he/she ceased participation in the Plan shall be considered a new Employee, for all purposes under this Plan, if the number of consecutive one-year Breaks in Service equals or exceeds the aggregate number of his/her Years of Service before such Break in Service. If a former Participant's Years of Service before he/she ceases participation exceeds the number of consecutive one-year Breaks in Service after he/she ceases participation, such former Participant shall again become a Participant immediately upon his/her return.

If Section 1.14(a) is elected and an Employee incurs a Break in Service prior to satisfying the requirements of Section 1.8(a), all of his Years of Service prior to such Break in Service shall be disregarded for all purposes of this Plan.

If this Plan is being substituted for a pre-existing Plan, for purposes of determining whether a Participant's consecutive one-year Breaks in Service equal or exceed the aggregate number of Years of Service before such Break in Service, the calculation of Years of Service earned by a Participant prior to the Effective Date of this Plan shall be made in accordance with the provisions of such pre-existing plan.

ARTICLE IV
CONTRIBUTIONS

- 4.1 **MANDATORY EMPLOYEE CONTRIBUTIONS.** The Employer shall remit any mandatory contribution required of an Employee by Section 1.15(a) to the Trustees. This contribution shall be applied by the Trustees to any Contracts purchased on the life of the Participant and any balance shall be applied to the Trust Fund.
- 4.2 **EMPLOYER CONTRIBUTIONS.** The Employer shall pay to the Trustees the amounts in excess of Mandatory Employee Contributions necessary to fund the Normal Retirement Benefit of each Participant under this Plan. Employer contributions with respect to a Participant shall cease if the Participant ceases participation under Section 3.3. Any excess contributions paid on account of actuarial error or mistake of fact shall be returned to the Employer within one year after the contribution is made. In the event that initial qualification of this Plan is denied, contributions shall be returned pursuant to Article XII. Each contribution made to this Plan by the Employer is conditioned upon its deductibility under Section 404 of the Code. Each contribution to the extent disallowed as a deduction shall be refunded to such Employer within one year after the date of such disallowance.
- 4.3 **VOLUNTARY EMPLOYEE CONTRIBUTIONS.** Each Participant may make voluntary contributions to the Plan in any amount of \$200 or more during any Plan Year, if permitted by Section 1.15(b); provided, however, that the sum of such contributions made by the Participant to this and all other qualified retirement plans of the Employer shall not exceed 10% of the Participant's aggregate compensation since the date of the Participant's commencement of participation.
- 4.4 **WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS.** Each Participant may withdraw the lesser of (a) the total voluntary contributions without interest or (b) the Accrued Benefits derived from such voluntary contributions made by such Participant. Each Participant, in addition, may withdraw any interest accrued on any voluntary contributions so withdrawn after consultation with and the consent of the Trustees; provided, however, that if such withdrawal is not on account of economic hardship as determined by the Trustees, the Participant shall not be permitted to make voluntary contributions to the Plan for a period of eighteen (18) months from the date of such withdrawal.

ARTICLE V
RETIREMENT BENEFITS

- 5.1 **NORMAL RETIREMENT BENEFIT.** The Normal Retirement Benefit shall be paid in the form of a straight life annuity or a ten (10) year certain and life annuity, as specified in Section 1.20 and is payable in such form or in any alternative form elected in accordance with Section 5.7, in the amount specified in Section 1.9, adjusted by Section 1.10, commencing on the first Plan Anniversary Date on or after the Participant's Normal Retirement Date; provided, however, that if such amount is more than \$0.00 but less than \$20.00, a monthly benefit of \$20.00 shall be paid to the Participant; and provided, further, that the amount of the Normal Retirement Benefit shall be taken to the next higher multiple of \$10.00. In determining any increase or decrease in the Normal Retirement Benefit, no such increase or decrease shall be taken into account if the change from the Normal Retirement Benefit as of the preceding Anniversary Date is less than \$20.00.
- 5.2 **EARLY RETIREMENT BENEFIT.** Any Participant may retire prior to the Normal Retirement Date if permitted in Section 1.12. The Early Retirement Benefit shall be the Actuarial Equivalent of the Participant's Accrued Benefit and payable in the form elected in Section 5.7. A Participant who meets the Service requirements of Section 1.12 but who terminates employment with the Employer prior to meeting the age requirement shall, unless he elects otherwise, commence to receive the Actuarial Equivalent of his vested Accrued Benefit upon the Anniversary Date next following his satisfaction of the age requirement.
- 5.3 **DISABILITY RETIREMENT.** If permitted in Section 1.13, any Participant may retire prior to the Normal Retirement Date if he becomes entitled to Social Security disability benefits. The Disability Retirement Benefit shall be the Actuarial Equivalent of the Participant's Accrued Benefit and payable in the form elected under Section 5.7. Such Disability Retirement Benefit shall commence, unless the Participant elects otherwise, on the first day of the month next following the date on which he submits satisfactory evidence to the Trustees that he is entitled to Social Security disability benefits.
- 5.4 **DEFERRED RETIREMENT.**
- (a) Any Participant may continue in the employ of the Employer after the first Anniversary Date coincident with or next following his Normal Retirement Date if permitted by the Employer. The Actuarial Equivalent of the Participant's Normal Retirement Benefit shall be distributed commencing on a date determined by the Trustees after consultation with the Participant, but commencing no later than the date specified in Section 5.5.
 - (b) Notwithstanding anything to the contrary contained in Subsection (a), an Employer may not require any Employee to retire on account of age prior to the earliest age authorized for mandatory retirement under the provisions of the Age Discrimination in Employment Act, as amended, if such Act is applicable to the Employer.
 - (c) Notwithstanding anything in the Plan to the contrary, no Employer practice may have the effect of mandatorily retiring Participants on account of age prior to the Normal Retirement Date designated in Section 1.11.
- 5.5 **COMMENCEMENT OF BENEFITS.** The payment of benefits under this Plan, unless the Participant otherwise elects, will begin not later than the 60th day after the latest of the close of the Plan Year in which:
- (a) occurs the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age Date specified in Section 1.11;
 - (b) occurs the 10th anniversary of the year in which the Participant commenced participation in this Plan; or
 - (c) the Participant terminates Service with the Employer.
- 5.6 **AUTOMATIC JOINT AND SURVIVOR ANNUITY.** A Participant who is married and begins to receive payments under the Plan on or after Normal Retirement Date, or begins to receive payments on or after the Qualified Early Retirement Age, shall receive payments under this Plan in the form of a Joint and Survivor Annuity, unless the Participant has previously elected otherwise during the election period. The election period shall begin on the date the Participant enters the Plan and end on the date benefits commence. Joint and Survivor Annuity shall mean an annuity for the life of the Participant's spouse which is not less than one-half, or greater than, the amount of the annuity payable during the joint lives of the Participant and the Participant's spouse and which is the Actuarial Equivalent of the normal form of benefit selected in Section 1.20. The percentage of the Survivor Annuity shall be as directed by such Participant. In the event that no direction has been given, the percentage shall be 50%. Any election hereunder shall be in writing and may be changed at any time during the election period described in this Section 5.6.

- 5.7 **FORM OF BENEFITS AVAILABLE.** The form of the distribution of benefits under this Plan shall be the Actuarial Equivalent of a Participant's vested Accrued Benefit and will be determined by the Trustees after consultation with the Participant and may be paid in the form of:
- (a) a lump sum payment to the Participant;
 - (b) any method of payment available under the Contracts, issued on behalf of a Participant; provided, however, that under no circumstances may a method of payment be elected which would permit a Participant's beneficiary (other than his spouse) to receive a benefit which is more than 50% of the Actuarial Equivalent (as of the date benefits commence) of the combined benefit payable to such Participant and such beneficiary.
 - (c) purchase of an annuity Contract.
 - (d) transfer to the Participant of the Contracts on the Participant's life.
- 5.8 **DISTRIBUTIONS REDUCTION.** The Normal Retirement Benefit of any Participant who receives a distribution other than the value of voluntary contributions from this Plan and fails to repay such distribution pursuant to Section 9.4 shall be reduced by the Vested Accrued Benefit as distributed and the Non-vested Accrued Benefit so forfeited.
- 5.9 **SPENDTHRIFT PROVISION.** No right or interest of any Participant under this Plan shall be subject to any debts, contracts, engagements or torts of any such Participant and shall not be subject to attachment, garnishment, levy or other legal process. No Participant may alienate or assign any benefit or right under this Plan.
- 5.10 **SOCIAL SECURITY INCREASES.** Notwithstanding any other provision to the contrary, in the case of a Participant or Beneficiary who is receiving benefits under this Plan or in the case of a Participant who is separated from the service and who has nonforfeitable rights to benefits, such benefits shall not be decreased by reason of any increase in the benefit levels payable under Title II of the Social Security Act or any increase in the wage base under such Title II, if such increase takes place after September 2, 1974, or (if later) the earlier of the date of first receipt of such benefits or the date of such separation, as the case may be.

ARTICLE VI
LIMITATIONS ON BENEFITS

6.1 MAXIMUM PERMISSIBLE AMOUNT.

(a) For purposes of this section 6.1, the following terms shall be defined as follows:

- (1) **Limitation Year**—A calendar year (or any other 12 consecutive month period adopted for all plans of the Employer pursuant to a written resolution adopted by the Employer).
- (2) **Maximum Permissible Amount**—The Maximum Permissible Amount with respect to any Participant shall be the lesser of (a) \$110,625, actuarially reduced to reflect distribution prior to age 55, or (b) 100% of the Participant's average Compensation for the high three consecutive calendar years of service during which the Participant was an active Participant in the Plan. The dollar limitations contained in this section 6.1 shall be adjusted for increases in the cost of living in accordance with regulations prescribed by the Secretary of the Treasury under Section 415(d) of the Code. The Maximum Permissible Amount shall be adjusted, where necessary, as follows: (i) where the annual benefit is payable under this Plan to a Participant in a form other than a straight life annuity or a qualified Joint and Survivor Annuity, the Maximum Permissible Amount shall be adjusted to the equivalent of a straight life annuity beginning at the same age on the basis of reasonable actuarial assumptions; (ii) where the annual benefit is payable under this Plan to a Participant who has less than 10 Years of Service with the Employer, the Maximum Permissible Amount shall be multiplied by a fraction, the numerator of which is the Participant's number of Years of Service with the Employer, and the denominator of which is 10.

(b) This paragraph (b) applies only to Employers who have never maintained and do not at any time maintain any qualified plan in addition to this Plan.

- (1) If an Employer has never maintained and does not at any time maintain another qualified plan in addition to this Plan, the annual benefit otherwise payable under this Plan to a Participant at any time shall not exceed the Maximum Permissible Amount.
- (2) Where the Participant makes voluntary contributions pursuant to the terms of this Plan, in no event may the lesser of (a) the amount of the employee contributions in excess of 6% of the Participant's Compensation, or (b) one-half of the employee contributions, exceed, for any Limitation Year, the lesser of (i) 40% of the maximum "Annual Addition" (as defined in Section 415(c), as adjusted by Section 415(d) of the Code) for defined contribution plans or (ii) 10% of the Participant's Compensation.
- (3) The limitation described in paragraph (b)(1) shall be deemed satisfied as to any Participant if the annual benefit otherwise payable under this Plan to such Participant does not exceed \$1000 multiplied by such Participant's number of Years of Service (not to exceed 10) with the Employer.

(c) This paragraph (c) applies only to Employers who, in addition to this Plan, maintain one or more plans which are either qualified defined benefit plans or qualified defined contribution plans.

If, in addition to this Plan, the Employer maintains one or more plans which are either qualified defined benefit plans or qualified defined contribution plans, the annual benefit payable under this Plan to a Participant at any time shall be limited in accordance with the limitations specifically provided by the Employer in section 1.5(b).

6.2 RESTRICTIONS ON BENEFITS. If Employer contributions under this Plan may be used for the benefit of a Participant who is among the 25 highest-paid Employees on the Effective Date, or on the date of the most recent amendment which substantially increases pension benefits (Substantial Amendment Date), and whose anticipated annual Normal Retirement Benefit exceeds \$1,500 (hereinafter referred to as Restricted Participants), the benefit of such Restricted Participant shall not exceed the benefits which can be provided by the larger of:

(a) \$20,000

(b) 20% of the first \$50,000 of Average Compensation multiplied by the number of years between the Effective Date (or Substantial Amendment Date) and the first to occur of:

- (i) The date the Plan is terminated, if within 10 years after the Effective Date (or Substantial Amendment Date),
- (ii) The date the benefit of a Restricted Participant becomes payable if within 10 years of the Effective Date (or Substantial Amendment Date), or
- (iii) The date of failure to meet the full current costs of the Plan if such Restricted Participant's benefit becomes payable more than 10 years after the Effective Date (or Substantial Amendment Date) and the full current costs of the Plan for the first 10 years have not been funded.

The restrictions shall continue in effect until the later of the expiration of the 10-year period or the date on which the full current costs have been funded if (ii) applies and shall continue until the full current costs have been funded if (iii) applies.

This Section shall not restrict the payment of insurance, death or survivor's benefits on account of a deceased Participant or the full payment of the Participant's retirement benefits as long as full current costs of this Plan are funded.

6.3 RESTRICTED BENEFITS DURING RETIREMENT. Notwithstanding the provisions of Section 6.2, current retirement income benefit payments may be made in excess of the limitations set forth in Section 6.2 to retired Restricted Participants, provided that (a) the Employer contributions which may be used for any such Restricted Participant in accordance with the limitations of Section 6.2 are applied either (i) to provide level amounts of annuity in the basic form of benefit provided under the Plan for such Restricted Participant, or (ii) to provide level amounts of annuity in an optional form of benefit provided under the Plan if the level amount of annuity under such optional form of the benefit is not greater than the level amount of annuity under the basic form of benefit provided under the Plan, (b) the annuity thus provided is supplemented by current payments to the extent necessary to provide the full retirement income benefits in the basic form called for under the Plan, and (c) such

supplemental payments are made only if the full current costs of the Plan have been met or the aggregate of such supplemental payments for all such Restricted Participants does not exceed the aggregate Employer contributions already made under the Plan in the year then current.

- 6.4 **APPORTIONMENT OF RESTRICTED BENEFITS.** Subject to Section 11.2, the value of any benefits in excess of the limitations set forth in Section 6.2 shall be apportioned ratably among the remaining Participants on the basis of Average Compensation in the event of such a termination; provided, however, that no such amount shall be apportioned to such Restricted Participants in excess of the restricted benefits until all liabilities to unrestricted Participants are satisfied. Subject to Section 11.2, the value of any remaining reserves shall be apportioned pro rata among all Participants after such satisfaction of unrestricted benefits on the basis of Average Compensation until all liabilities to all Participants are satisfied.
- 6.5 **LIMITATION FOR FAILURE TO PARTICIPATE.** In the event that a Participant:
(a) refuses to make any contribution required by Section 1.15, or
(b) elects not to participate in this Plan,
the Participant's Accrued Benefit and Normal Retirement Benefit shall not exceed the product of (i) the benefit otherwise provided under Article V or VII and (ii) a fraction the numerator of which is the Participant's actual number of Years of Participation and denominator of which is the total number of Years of Participation the Participant could have had in the absence of 6.5(a)-(b). The Participant's pre-retirement death benefit under Section 8.2 in any such year or in any year during which the Participant otherwise could not be expected to accrue a Year of Service shall not exceed the nonforfeitable percentage of the Participant's Accrued Benefit.
- 6.6 **RECAPTURE OF BENEFITS PAID.** The retirement benefits provided by this Plan are subject to the recapture provisions of Section 4045 of ERISA unless the Pension Benefit Guaranty Corporation issues a waiver in a case where substantial economic hardship would otherwise result to the Participant or the Participant's Beneficiaries.
- 6.7 **SUBCHAPTER S CORPORATIONS.** This Plan is not suitable for adoption by a Subchapter S corporation unless any individual who is a "shareholder-employee" within the meaning of Code Section 1379(d) is not permitted to participate herein.

ARTICLE VII
ACCRUAL AND VESTING

- 7.1 (a) "ACCRUED BENEFIT", as of any specified date, means the Normal Retirement Benefit, commencing on his Normal Retirement Date, earned by a Participant as of such date, which shall be equal to—
- (1) the Normal Retirement Benefit to which he would be entitled if—
 - (A) he were to continue as an Employee until his Normal Retirement Date,
 - (B) he were to be credited with one Year of Participation in each Plan Year during such period,
 - (C) he were to have the same Average Compensation on his date of Retirement as on the date of computation of his Accrued Benefit,

multiplied by

- (2) a fraction, not exceeding one, the numerator of which is his number of Years of Participation as of the date of computation and the denominator of which is the number of years the Participant would have participated if he had remained in the Plan until his Normal Retirement Date.

In the event that this Plan is an offset plan and benefits commence prior to the Participant's sixty-fifth (65th) birthday, the amount of the offset shall not exceed the old-age insurance benefit to which the Participant would be entitled at age sixty-five (65) (based upon the assumption that the Participants will continue to receive compensation which would be treated as wages for purposes of the Social Security Act until age sixty-five (65) at the same rate as prior to his termination of employment), multiplied by a fraction, the numerator of which is the number of Years of Service that the Participant had completed on the date of his termination of employment and the denominator of which is the number of Years of Service he would have completed if he had continued as an Employee until his sixty-fifth (65th) birthday. In the event benefit payments commence prior to a Participant's Normal Retirement Date, the amount computed in accordance with this Paragraph shall be further reduced actuarially.

(b) Notwithstanding anything to the contrary contained in Subsection (a), the Accrued Benefit of a Participant who has Years of Participation in this Plan which ended before the date on which the ERISA Accrued Benefit requirements first applied to this Plan (referred to hereafter as "ERISA Accrual Date") shall be the sum of (1) and (2) where:

- (1) is the greater of (A) and (B) where:
 - (A) is the Accrued Benefit determined with respect to Years of Participation ending prior to the ERISA Accrual Date pursuant to the provisions of this Plan in effect prior to such Date, and
 - (B) is the Participant's Accrued Benefit determined under Subsection (a), provided, however, that the numerator of Paragraph (a)(2) shall [solely for purposes of this Subparagraph (B)] be the total number of Years of Participation ending on or before the ERISA Accrual Date, and
- (2) is the product of (A) and (B) where:
 - (A) is the excess of the Participant's Normal Retirement Benefit over the Participant's Accrued Benefit on the ERISA Accrual Date determined pursuant to Subsection 7.1(b)(1), and
 - (B) is a fraction, the numerator of which is the total number of Years of Participation commencing on or after the ERISA Accrual Date (as of the Participant's termination from employment) and the denominator of which is the total number of years the Participant would have participated in the Plan after the ERISA Accrual Date if the Participant terminated from employment at his Normal Retirement Date.

(c) In no event shall a Participant's Accrued Benefit decrease for any reason or be less than the product of (1) and (2) where:

- (1) is the Participant's total mandatory contributions without interest, and
- (2) is the appropriate conversion factor described in Section 7.2(b).

7.2 EMPLOYEE-DERIVED ACCRUED BENEFIT. Each Participant's Accrued Benefit from mandatory contributions made by such Participant shall be the monthly benefit equal to $\frac{1}{12}$ of the product of (a) and (b) where:

- (a) is the Participant's Accumulated Contributions, and
- (b) is the conversion factor set forth below for the Normal Retirement Date selected in Section 1.11:

NORMAL RETIREMENT AGE	CONVERSION FACTOR
60 through 63	9%
64 through 66	10%
67 through 68	11%
69 through 71	12%
72 through 73	13%
74 through 75	14%
75 and above	15%

if the Normal Retirement Benefit is in the form of a single life annuity without ancillary benefits as selected in Section 1.20(b). If the Normal Retirement Benefit is in the form of a ten-year certain and life annuity as selected in Section 1.20(a), the conversion factor specified above shall be multiplied by .91. In no event shall a Participant's Employee-Derived Accrued Benefit exceed the greater of:

- (c) the Accrued Benefit derived from the Participant's total mandatory contributions without interest, or
- (d) the Participant's Accrued Benefit under the Plan.

- 7.3 EMPLOYER-DERIVED ACCRUED BENEFIT. Each Participant's Accrued Benefit derived from Employer contributions shall be the excess, if any, of the Participant's Accrued Benefit over the Employee-Derived Accrued Benefit.
- 7.4 PRESENT VALUE OF A PARTICIPANT'S EMPLOYEE-DERIVED ACCRUED BENEFIT. The present value of a Participant's Employee-Derived Accrued Benefit shall be the sum of (a) and (b) where:
- (a) is the total amount of the Participant's mandatory contributions, without interest, and
 - (b) (1) is the total interest credited on the amount in Subsection (a) (up to the date of computation) by applying the rates of interest described in Section 2.1, multiplied by—
 - (2) a fraction, the numerator of which is the difference, if any, between the Employee-Derived Accrued Benefit and the product of Section 7.1(c)(1) and (2) and the denominator of which is the difference between the product of Section 7.2(a) and (b) and the product of Section 7.1(c)(1) and (2).
- 7.5 VESTED ACCRUED BENEFIT. Each Participant shall have a nonforfeitable right to the sum of (a) and (b) where:
- (a) is 100% of such Participant's Employee-Derived Accrued Benefit, and
 - (b) is such Participant's Employer-Derived Accrued Benefit to the extent provided in Section 1.14. In the event that the election in Section 1.8 requires one Year of Service and an Employee's initial eligibility computation period:
 - (i) overlaps two Plan Years,
 - (ii) such Employee completes 1000 Hours of Service in the eligibility computation period but fails to complete 1000 Hours of Service in either of the overlapping Plan Years, and
 - (iii) the Employee commences participation in the Plan,
 the Year of Service completed for eligibility purposes shall also be considered a Year of Service at the time the Employee becomes a Participant for purposes of the Employee's nonforfeitable benefits.
- 7.6 SEPARATION FROM SERVICE PRIOR TO NORMAL RETIREMENT DATE. Upon a Participant's separation from Service prior to Normal Retirement Date he shall have a nonforfeitable right to the Actuarial Equivalent of his vested Accrued Benefit. A former Participant who had a nonforfeitable right to any portion of the Actuarial Equivalent of his Employer Derived Accrued Benefit at the time he ceased participation shall receive credit for his prior Years of Service for purposes of vesting and eligibility to participate in the Plan upon his return to the employ of the Employer and for purposes of benefit accrual if he satisfies the requirements of Section 9.4.
- 7.7 VESTING AT NORMAL RETIREMENT DATE. Notwithstanding any other provision in this Plan to the contrary, a Participant shall be fully (100%) vested in his Accrued Benefit on his Normal Retirement Date and shall be entitled to receive his retirement benefits commencing on the date specified in Sections 5.1 and 5.5.
- 7.8 VOLUNTARY CONTRIBUTIONS. Each Participant's Accrued Benefit derived from voluntary contributions shall be the balance of such Participant's separate account consisting only of the Participant's contributions and any income, expenses, gains and losses attributable thereto. The Participant shall have a nonforfeitable right to the Accrued Benefit derived from voluntary contributions.
- 7.9 FORFEITURES. Any forfeitures under this Plan shall be applied to reduce future contributions by the Employer. Forfeitures resulting from contributions of an adopting employer shall not be reallocated for the benefit of another adopting employer.
- 7.10 VESTING ON TERMINATION. In the event of the termination or partial termination of this Plan, the rights of all affected Participants to benefits accrued hereunder to the date of such termination or partial termination (to the extent funded as of such date) shall be nonforfeitable.

ARTICLE VIII
CONTRACTS, DEATH BENEFITS

8.1 PURCHASE OF CONTRACTS. The Trustees shall purchase an initial permanent insurance Contract or Contracts from the Insurer on the life of each Participant which shall be dated as provided in Section 1.18. All Contracts shall include waiver of premium if elected in Section 1.21.

8.2 PRE-RETIREMENT DEATH BENEFIT. In the absence of an election pursuant to Section 8.3, the pre-retirement death benefit shall be the amount elected in Section 1.19 and shall be paid to the Beneficiary of the Participant if the Participant dies before the distribution of any retirement benefits. In no case, however, shall the pre-retirement death benefit be less than the Employee-Derived Accrued Benefit.

If a Participant dies before a Contract on such Participant's life becomes effective, the contributions which would have been used as an annual premium shall be paid in lieu of the proceeds from such Contract.

If the Participant is not insurable at standard rates the Contract shall contain the same amount of insurance as is specified in Section 1.18 as long as the additional premium is paid in the manner elected in Section 1.17(a). The Contract shall contain a smaller amount of life insurance if Section 1.17(b) is elected or if 1.17(a) requires the Participant to pay such premium and the additional premium is not paid.

An Annuity Contract (under which the death benefit will be the greater of the cash value of the Contract or the premiums paid) may be purchased in any case where the amount of incidental life insurance required by Section 1.18 is less than the minimum available under the rules of the Insurer or the Participant refuses or is unable to provide any necessary evidence of insurability required by the Insurer to which the Administrator applied for insurance. The consideration paid for any such annuity Contract shall be the standard premium otherwise applicable to the Participant under the rules of the Insurer.

In the event that Section 1.18(b) or (c) is selected, "Theoretical Contribution" means for any year the Employer's Contribution that would have been made on a Participant's behalf if the individual level premiums cost method, as described in Section 3(31) of ERISA, was used as the exclusive funding method for his entire Normal Retirement Benefit from the age at which the Participant first commenced participation in the Plan to his Normal Retirement Date; provided, however, that for purposes of calculating the "Theoretical Contribution" for any Participant, the cost of providing pre-retirement ancillary benefits shall not be taken into consideration. The assumptions which will be used to determine the "Theoretical Contribution" and the "individual level premium reserve" shall be:

	MORTALITY	INTEREST
Prior to Normal Retirement Date	None	6%
After Normal Retirement Date	1971 individual annuity mortality table, adjusted to age past birthday basis, with ages reduced one year.	3½%

If a Participant continues in the employ of the Employer beyond his Normal Retirement Date and Section 1.18(b) or (c) is selected, premium payments on all whole life insurance Contracts issued on his behalf shall cease as of the Anniversary Date immediately following his Normal Retirement Date. At such time, such Contracts shall be surrendered and the pre-retirement death benefit shall be the Actuarial Equivalent of the Participant's Accrued Benefit.

8.3 EARLY SURVIVOR ANNUITY. A Participant who is employed after attaining the Qualified Early Retirement Age shall be given the opportunity to elect, during the election period, to have a Survivor Annuity payable to such Participant's spouse on such Participant's death before the Normal Retirement Date in lieu of any death benefit payable under Section 8.2. Payments under such Annuity shall be equal to the greater of (1) the Actuarial Equivalent of the Participant's vested Accrued Benefit to which he would have been entitled if such Participant had retired on the day before his death, or (2) the Actuarial Equivalent of the death benefit otherwise provided by the Plan. Any decision by a Participant to make or revoke an election under this provision shall be in writing and, if applicable, shall clearly indicate any revocation of an election of the survivor annuity described in this paragraph, and may be changed at any time during the election period. The election period shall begin on the later of (1) the 90th day before the Participant attains the Qualified Early Retirement Age, or (2) the date on which participation begins, and shall end on the earlier of (A) the date the Participant terminates employment, or (B) the Normal Retirement Date. Any election hereunder shall be in writing and may be changed at any time. In the event a Participant elects to provide the survivor annuity described in this Section 8.3 to his spouse, he shall designate his spouse as the beneficiary under any Contract issued on his life.

8.4 AUTOMATIC SURVIVOR ANNUITY. If a Participant is married and (1) dies on or after Normal Retirement Date while still working for the Employer, or (2) separates from Service on or after attaining Normal Retirement Date (or the Qualified Early Retirement Age) and thereafter dies before beginning to receive benefits under the Plan, his spouse shall be entitled to receive benefits under this Plan in the form of a Survivor Annuity, unless the Participant has previously elected otherwise during the election period which shall begin on the date the Participant enters the Plan and end on the date benefits commence. The benefits provided under such Survivor Annuity shall be the greater of (A) the Actuarial Equivalent of the Participant's vested Accrued Benefit to which such Participant would have been entitled if he had retired on the day before his death, or (B) the Actuarial Equivalent of the death benefit otherwise provided by the Plan. Any election hereunder shall be in writing and may be changed at any time during the election period.

- 8.5 **OWNERSHIP.** Each Contract shall designate the Trustee as sole owner. The right to exercise any right or option under the Contract shall be reserved to the Trustee and any one Trustee may act on behalf of all.
- 8.6 **DIVIDENDS.** Each contract shall provide that dividends will be applied to reduce the next succeeding contribution of the Employer.
- 8.7 **LAPSE.** Each Contract shall provide that in the event of lapse for nonpayment of premiums, its value will be applied to purchase reduced paid-up benefits.
- 8.8 **BENEFICIARIES.** Each Participant may direct the Trustee to designate the Beneficiaries to receive the proceeds of any benefit payable by reason of the Participant's death as well as the mode of payment of such proceeds; provided, however, that the Beneficiary of any annuity contracts not purchased in lieu of life insurance contracts shall be the Trust Fund. Any such designation may be changed by written notice to the Trustees and will be effective only if such change is in accordance with the terms of the Plan and the Contracts. The Trustees will notify the Insurer of such change upon receipt of this written notice. Any amount payable from the Trust Fund shall be payable pursuant to the designation on file with the Trustees. Any death benefits shall be paid to the Participant's estate in the absence of any beneficiary designation. In the absence of a direction to the contrary from a Participant, the Trustees shall designate the spouse of such Participant to receive the automatic survivor annuity pursuant to Section 8.4.
- 8.9 **DISTRIBUTION OF CONTRACTS.** In the event that any Contracts are distributed to a Participant pursuant to Article V or Section 9.4, those Contracts which are annuity Contracts shall be endorsed nontransferable prior to such distribution.
A Participant may purchase Contracts from the Trustees upon retirement, other separation from service or if he or she continues in the employ of the Employer beyond his or her Normal Retirement Date and premium payments on such Contracts have ceased pursuant to Section 8.2; provided that the Participant is the insured under the Contract and if the Contract would be surrendered by the Plan but for the sale. The amount received by the Plan as consideration for the sale shall be at least equal to the amount necessary to put the Plan in the same cash position as it would have been in had it retained the Contract, surrendered it and made any distribution owing to the Participant of his/her vested interest under the Plan.
- 8.10 **BORROWING OF CASH SURRENDER VALUE BY TRUSTEES.** Upon the request of a Participant who is eligible to purchase a Contract pursuant to Section 8.9, the Trustees may, in their sole discretion, borrow all or any portion of the cash surrender value of any Contract issued on such Participant's life and thereafter sell the Contract to the Participant subject to the loan.
- 8.11 **CONFLICT.** In the event that there is a conflict between the provisions of this Plan and the terms of any Contract issued to or under this Plan, the provisions of the Plan shall control.

ARTICLE IX
ADMINISTRATION

- 9.1 **TRUSTEES.** The Trustees designated in Section 1.2 shall serve at the pleasure of the Employer. The Trustees shall be responsible for the investment of Plan assets.
- Any Trustee may resign at any time by giving at least 60 days' prior written notice to the Employer. The Employer may remove any Trustee by giving at least 60 days' prior written notice to the Trustee. In either eventuality, or if the Trustee dies, the Employer shall appoint as successor trustee any person or entity having authority to act as Trustee. Such appointment shall vest the successor Trustee with title to all Trust property upon the Trustee accepting the appointment. Each Trustee shall file a written acceptance of designation as Trustee with the Employer.
- 9.2 **ADVISORS, ETC.** The Trustees may allocate by written appointment and signed acceptance any of their functions or duties among themselves and may appoint such persons or entities as may be necessary to perform their duties. The Trustees and any appointee may employ advisors as may be necessary in the opinion of the Trustees. The Trustees shall have the right to remove any appointee.
- 9.3 **POWERS, INVESTMENTS.** The Trustees shall invest all Plan assets in Contracts issued on the lives of Participants and/or in a Trust Fund. A separate account shall be maintained for the voluntary contributions of any Participant. The Trustees shall have the power to invest and/or reinvest any and all money or property of any description at any time held by it and constituting a part of the Trust Fund. The Trustees may make investments as authorized by law, in particular and not limited to savings accounts of a bank or similar financial institution supervised by the United States or a State, in preferred stocks, common stocks, or other securities, rights, obligations or property, real or personal, including shares or certificates of participation issued by regulated investment companies or regulated investment trusts, shares or units of participation in mutual funds, and in Contracts, provided, however, that no such investments shall be made which are prohibited by the Code, ERISA or other law. The Trustees shall have all the powers necessary to carry out the provisions of this Plan as well as all inherent, implied and statutory powers provided by law.
- 9.4 **DISTRIBUTIONS ON CESSATION OF PARTICIPATION.** The Employer shall notify the Trustees in writing if a Participant terminates employment. The Trustees shall determine the Participant's vested interest on any such cessation of participation and the Trustees may transfer such amount to the Participant in cash or Contracts if the Actuarial Equivalent of the Participant's vested Accrued Benefit is not more than \$1,750. If such amount exceeds \$1,750 the Trustees shall:
- (a) transfer the Actuarial Equivalent of the vested Accrued Benefit to the Participant, or
 - (b) retain such amount pursuant to the Participant's directions.
- Any Participant who has received a distribution described in this Section 9.4 shall forfeit the non-vested portion of his Accrued Benefit. Any such Participant who resumes participation in this Plan shall have the right to repay to the Trustees any amount previously distributed to him plus 5% interest (as adjusted by the Secretary of the Treasury) compounded annually from the date of distribution to the date of repayment; provided, however, that such repayment shall be made by the Participant not later than the earlier of (1) the end of the two-year period beginning with the Participant's resumption of employment covered by the Plan, or (2) the end of the five-year period beginning with the date of withdrawal. In the event any amount of a Participant's Accrued Benefit is forfeited at the time a distribution is made pursuant to this Section 9.4, such amount shall be reinstated upon such repayment and a Participant shall receive credit for all previous Years of Service in accordance with Section 2.27.
- 9.5 **RECAPTURE OF BENEFITS PAID.** The Trustee shall seek repayment of any benefits paid which commenced within the three-year period preceding the Plan termination date pursuant to Section 6.6.
- 9.6 **COMPLIANCE WITH LAW.** The Trustees shall file all returns, reports, and information required by law and shall otherwise take any steps necessary to insure that this Plan complies with the law.
- 9.7 **EXPENSES AND COMPENSATION.** The Employer shall indemnify and pay the Trustees such reasonable compensation as they may agree upon for services rendered with respect to this Plan and shall reimburse the Administrator, if other than the Employer, for any taxes or expenses properly and actually incurred in the course of the administration of this Plan.
- 9.8 **CLAIM REVIEW PROCEDURE.**
- Benefits shall be payable in accordance with Plan provisions. A Participant or other Plan beneficiary who fails to receive benefits under the Plan, and who believes he or she is entitled to such benefits, may file a claim for such benefits. If such a claim is denied in whole or in part, the Administrator shall give the claimant in writing:
- (a) the reason for such denial;
 - (b) the provisions of the Plan which disentitled the claimant;
 - (c) a description of additional information which may tend to establish the claim including an explanation of why the additional material will be helpful; and
 - (d) an explanation of the Plan's review procedure.

ARTICLE X

INSURER, PLAN AMENDMENTS

- 10.1 **INSURER'S RESPONSIBILITY.** Any Insurer which issues Contracts to the Trustees of this Plan may rely upon the signature of any one Trustee as the duly authorized act of all Trustees. Any such Insurer shall not be deemed to be a party to this agreement between the Employer and Trustees and shall not be required to determine that any action of the Trustees is authorized. The Insurer shall not be required to see to the distribution of monies payable under any Contract beyond the payment to the Trustees or in accordance with the instructions of the Trustees and shall be discharged from liability for amounts so paid.
- 10.2 **RIGHT TO AMEND.** The Employer hereby delegates to The Prudential Insurance Company of America the right to amend or replace this Plan on its behalf in any respect necessary to conform it to the provisions of any law, regulations or rulings pertaining to employee pension benefit plans, to provide additional elective provisions under Article I, or to increase the Code Section 415 limitations in response to changes made by the Secretary of the Treasury in accordance with Code Section 415(d), and the Employer shall be deemed to have consented to such amendment. This delegation shall not operate to make the Prudential a party to the agreement between the Employer and Trustees. The Employer may amend the selections in Article I at any time.
- 10.3 **REDUCTION OF ACCRUED BENEFIT.** No amendment shall decrease the Accrued Benefit of any Participant; provided, however, that such an amendment applying to a Plan Year which:
- (a) is adopted after the close of such Plan Year but no later than 2½ months after the close of the Plan Year,
 - (b) does not reduce the Accrued Benefit of any Participant determined as of the first Plan Year to which the amendment applies, and
 - (c) does not reduce the Accrued Benefit of any Participant determined as of the time of adoption except to the extent required by the circumstances,
- shall, after the approval of the Secretary of Treasury be deemed to have been made on the first day of such Plan Year.
- 10.4 **AMENDMENT OF VESTING SCHEDULE.** No amendment which directly or indirectly affects the rate at which a Participant becomes vested under this Plan shall have the effect of retroactively decreasing his nonforfeitable interest in his Accrued Benefit. Any direct or indirect amendment to the vesting schedule selected in Section 1.14 shall be subject to the right of any Participant who has at least five (5) Years of Service with the Employer to elect to have the former vesting schedule continue to apply to such Participant. Such election must be filed with the Administrator no later than the latest of the date which is 60 days after:
- (a) the date the amendment is adopted,
 - (b) the date the amendment is effective, and
 - (c) the date the Participant is issued written notice of the amendment.

ARTICLE XI

MERGER AND TERMINATION OF PLAN

11.1 **TERMINATION.** The Employer may terminate this Plan by giving notice to:

- (a) the Insurer and Participants not less than 30 days prior to the date of termination, and
- (b) the PBGC not less than 10 days prior to the date of termination.

This Plan shall terminate in the event that the Employer:

- (c) is adjudicated a bankrupt,
- (d) makes a general assignment for the benefit of creditors,
- (e) discontinues contributions, or
- (f) is sold or dissolved; provided, however, that a successor to the Employer may continue the Plan.

11.2 **ALLOCATION OF ASSETS.** The Trustees shall allocate to each Participant all Contracts and funds after the receipt of any required notice of sufficiency from the PBGC in the following sequence:

- (a) Each Participant's Accrued Benefit derived from such Participant's voluntary contributions.
- (b) Each Participant's Accrued Benefit derived from mandatory contributions.
- (c) Equally to each benefit received by Participants in both (i) and (ii) where:
 - (i) includes Participants receiving an annuity which commenced before the three-year period ending on the Plan termination date to the extent that such benefits are based on the Plan provisions (as in effect during the five-year period ending on the Plan termination date) under which such benefits would be the least, and
 - (ii) includes Participants receiving an annuity [other than the one described in (i)] which would have been in pay status as of the beginning of such three-year period if the Participant had retired prior to the beginning of the three-year period and if benefits had commenced as of the beginning of such period to the extent that such benefits are based on the Plan provisions (as in effect during the five-year period ending on the Plan termination date) under which such benefits would be least.
- (d) (i) All other benefits guaranteed by the PBGC, including basic benefits in amounts with an actuarial value exceeding a monthly benefit in the form of a life annuity commencing at age 65 equal to \$750 multiplied by a fraction, the numerator of which is the contribution and benefit base determined under the Social Security Act in effect on the Plan termination date and the denominator of which is such base in effect in 1974, and
 - (ii) The additional benefits which would be guaranteed by the PBGC except for the limitation of coverage under Title IV of ERISA with respect to substantial owners.
- (e) All other nonforfeitable benefits
- (f) All other benefits.

11.3 **MERGER OR CONSOLIDATION.** This Plan shall not merge or consolidate with, or transfer its assets or liabilities to, any other plan unless each Participant in this Plan would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then terminated.)

11.4 **RESIDUAL ASSETS.** Any residual assets of this Plan may be distributed to the Employer if:

- (a) all liabilities to Participants have been satisfied, and
- (b) the distribution does not contravene any provisions of law.

ARTICLE XII
MISCELLANEOUS

- 12.1 **PURPOSE.** The purpose of this Plan is to provide retirement and incidental death benefits for the eligible Employees of the Employer. Except as otherwise provided in this Article XII and in Article XI, no part of the corpus or income of this Plan and no part of any Contracts purchased under this Plan shall be used for or diverted to any purposes other than for the exclusive benefit of the Participants or their Beneficiaries.
- 12.2 **QUALIFICATION.** The Employer intends that this Plan will qualify under Sections 401(a) of the Code and that the Trust forming a part hereof will be exempt from taxation under Section 501(a) of the Code and that any ambiguity in its provisions be interpreted to achieve that result.
- The adoption of the Plan and any contributions made to the Plan are subject to the condition precedent that it is found by the Internal Revenue Service to meet the qualification requirements of the Code with respect to the Employer.
- The Employer agrees to submit any documents required by the Internal Revenue Service as soon as possible after the execution of this Article I in order to obtain a determination letter as to the qualified status of the Plan. The Employer agrees to send a copy of any favorable or unfavorable determination letter to the Insurer and Trustees immediately upon receipt. If the Employer's Plan fails to obtain or retain qualification under Section 401(a) of the Code, such Plan shall no longer participate in the prototype plan.
- 12.3 **DURATION.** This Plan shall continue for an indefinite period of time, but shall not continue longer than any maximum period permitted by law.
- Upon receipt of an unfavorable determination letter with respect to the initial qualification of the Plan the Employer agrees to send a copy to the Insurer and the Trustee. The Trustee agrees, upon receipt of such copy, to surrender all Contracts on the lives of living Participants to the Insurer and to pay the amounts held under the Plan (less any expenses) to the Employer within one year after such initial qualification is denied. The Plan shall terminate on the date of such payment.
- 12.4 **GENDER AND FORM.** Wherever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply and vice versa, and wherever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply, and vice versa.
- 12.5 **EFFECT.** This Plan and the payment of any benefits shall not be construed to provide any individual, whether a Participant or otherwise, any right against the Employer, the Trustees, the Administrator, the Plan assets or any other individual or entity except for rights specifically set forth in this Plan, any law or as provided under the Code. This Plan and the payment of any benefits shall not be construed to give any individual any right to continued employment with the Employer.
- 12.6 **AGREEMENT.** The Employer and Trustee agree to conform to and abide by all of the terms of the Plan. The Employer and Trustee agree further that any action taken in accordance with the terms of the Plan or as required by law is their sole responsibility and that the responsibility of the Insurer is limited to the issuance of Contracts to the Plan and payment of benefits under and pursuant to the terms of such Contracts.

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RESOLUTION No. 1125

BE IT RESOLVED that the Township of Upper Dublin shall by condemnation acquire, pursuant to the First Class Township Code, Act of June 24, 1931, P.L. 1206, Art. XIX, Sec. 1901; as amended by the Act of May 27, 1949, P.L. 1955, Sec. 40; and as further amended by the Act of May 27, 1953, P.L. 220, Sec. 3, 53 P.S. 569.01, or by deed of conveyance in lieu of condemnation for the public purpose of establishing and operating a landfill for the disposal of refuse materials, all that certain real property consisting of a tract of land located at the intersection of Farm Lane and Highland Avenue in the Township of Upper Dublin, known as the Ambler Quarry, and being more specifically described as:

ALL THAT CERTAIN plot or tract of land with the buildings and improvements thereon erected and with the quarry thereon located, SITUATE in the Township of Upper Dublin, County of Montgomery and State of Pennsylvania, described in accordance with a lot location plan of property of Frank A. Peirce made by C. Raymond Weir, Registered Professional Engineer, Ambler, Pa., on January 23, 1960, and thereon designated as Plot "B", more particularly described as follows:

BEGINNING at a point in the center line of Highland Avenue (fifty feet in width) at a point of intersection of the said center line of Highland Avenue with the center line of Farm Lane (as laid out forty feet in width), thence extending along the said center line of Farm Lane, north thirty-four degrees twenty-nine minutes East six hundred twenty-eight and thirteen one-hundredths feet to a point in the center line of Farm Lane, a corner of this and other lands of the grantor herein, designated on said plan as Plot "A"; thence extending along Plot "A" the four following courses and distances, to wit: (1) South fifty-five degrees thirty-one minutes East one hundred sixty-eight and forty-seven one-hundredths feet to a point; (2) South thirty-four degrees twenty-nine minutes West one hundred and eight feet to a point; (3) South fifty-five degrees thirty-one minutes East three hundred fifty-six and seventy two one-hundredths feet to a point; (4) South nineteen degrees forty-five minutes West three hundred sixty-nine and forty-seven one-hundredths feet to the center line of Highland Avenue aforesaid; and thence extending along the center line of Highland Avenue, North seventy degrees fifteen minutes West six hundred forty and nineteen one-hundredths feet to the point and place of beginning.

CONTAINING six and two hundred sixty-eight one-thousandths acres of land more or less.

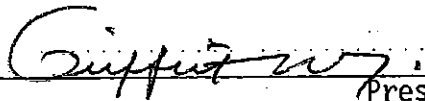
BEING Block 26A, Unit 2.

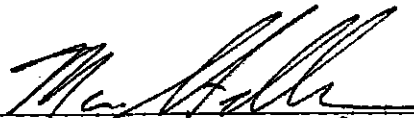
AND FURTHER RESOLVED that the Township Solicitor and the Township Manager shall take appropriate action forthwith to file a Declaration of Taking and to do

all acts necessary and proper to acquire such real property on behalf of the Township through condemnation proceedings or by conveyance in lieu of condemnation.

RESOLVED this 2nd day of April, A.D. 1981.

TOWNSHIP OF UPPER DUBLIN

By  President

Attest  Secretary

RESOLUTION NO. 1126

WHEREAS, the Township of Upper Dublin is engaged in a cooperative agreement with the Borough of Ambler and other surrounding communities in the upgrading and expansion of the Ambler Sewage Treatment Plant; and

WHEREAS, this project is under a Federal E.P.A. grant; and

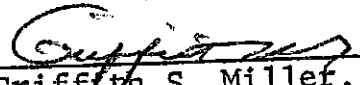
WHEREAS, one of the conditions of the grant is that all ordinances regulating disposals into and operation of the plant must be approved by E.P.A.; and

WHEREAS, the Borough of Ambler has enacted Ordinance Number 701 which has been approved by E.P.A.

THEREFORE, BE IT RESOLVED, that the Commissioners of Upper Dublin Township hereby endorse aforesaid ordinance and agree to abide by its contents.

RESOLVED this 14th day of April, 1981.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By: 
Griffith S. Millef, Jr.
President

ATTEST:


Marvin S. Feller, Secretary



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
TRAFFIC SIGNALS
RESOLUTION NO. 1127

DATE

MAY 12, 1981

WHEREAS, the Township of Upper Dublin, Montgomery County
(CITY, TOWNSHIP, BOROUGH)
desires to erect, operate and maintain traffic signals at the intersection of
Welsh Road, (L.R. 198), and Dresher Road, and

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

WHEREAS, the Department of Transportation requires an engineering drawing of this intersection,
the Township Engineer (Horsham) will prepare such a drawing in conformance with
the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper
investigation by the Secretary of Transportation or his agent, the Township of Upper Dublin
will be bound by the following provisions:

The installation shall be made in accordance with the requirements of the Vehicle Code
and the Regulations for Traffic Signs, Signals and Markings of the Department of Transportation,
and

Should future highway or traffic conditions, or legal requirements, necessitate alterations
of the construction or operation, or hours of operation, or removal of the traffic signals at the above
mentioned intersection, they shall be altered or removed when and as directed by the Secretary of
Transportation.

I, Marvin S. Feller, Secretary of the Township of Upper Dublin
do certify that the foregoing is a true and correct copy of the resolution legally adopted at the meet-
ing held, May 12, 1981
(DATE)

(SEAL)

Signed *Marvin S. Feller*
SECRETARY

RESOLUTION NO. 1128

WHEREAS, the Board of Commissioners of Upper Dublin Township recognized that there was a need to implement capital improvements in the Township; and

WHEREAS, certain non-tax funds normally available for these types of projects are exhausted; and

WHEREAS, the 1961 General Obligation Bond Issue will mature during calendar year 1981; and

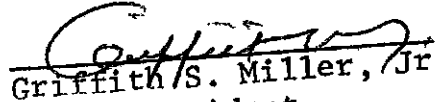
WHEREAS, it can be replaced with a new issue at a minimal increase in the Debt Service of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township appoint Public Financial Management, Inc., as their financial advisors for the purpose of issuing a Bond Indenture in the second half of 1981 for an amount to be determined.

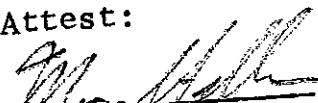
BE IT FURTHER RESOLVED that Public Financial Management, Inc., shall be responsible for assembling all of the necessary elements to complete this negotiated sale.

RESOLVED this 9th day of June 1981.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By: 
Griffith S. Miller, Jr.
President

Attest:


Marvin S. Feller
Secretary

RESOLUTION NO. 1129

WHEREAS, the Department of Transportation has modified their regulations on the use of Liquid Fuel Funds; and

WHEREAS, these regulations now permit local governments to utilize the twenty-five (25%) percent Construction Fund for maintenance work on the local streets; and

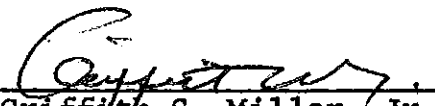
WHEREAS, to utilize these funds in the above manner it is required to hold a public hearing and for the Board of Commissioners to approve the action unanimously; and

WHEREAS, the Board did hold said public hearing on June 9, 1981 and did unanimously adopt Resolution No. 1129.

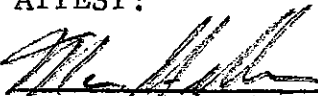
NOW, THEREFORE, BE IT RESOLVED that the 1981 Construction Funds budgeted at \$32,135.18 be transferred to the Maintenance account to help finance the maintenance work in the roads in the Maple Glen area.

RESOLVED this 9th day of June 1981.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By: 
Griffith S. Miller, Jr.
President

ATTEST:


Marvin S. Feller
Secretary

RESOLUTION NO. 1130

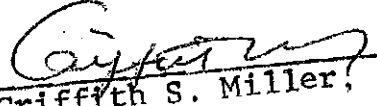
WHEREAS, the General Assembly of 1974 enacted Act 120, known as the Municipal Police Officer's Education and Training Act; and

WHEREAS, the Commissioners of Upper Dublin Township have utilized this Act for the training of new police officers since its inception.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township agree to adhere to the standards established by the Training Commission.

RESOLVED this 14th day of July 1981.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By 
Griffith S. Miller, Jr.

ATTEST:


Marvin S. Feller, Secretary

AN ORDER

On Tuesday, July 14, 1981 the Board of Commissioners approved the Conditional Use application of Continental Bank to operate a helipad on their property located at Pennsylvania Avenue and Commerce Drive. This approval was subject to the Planning, Environment and Recreation Committee's approval of the following special conditions:

1. Applicant shall conform to Ordinance No. 596 except as noted below.
2. The requirement of a protective fence around the pad is hereby waived.
3. The buffer requirements of the aforementioned ordinance shall be modified as follows: A living buffer of conifer trees (pine family only) shall be planted on the westerly side of Commerce Drive and on the property line between Continental's property and the abutting property on Commerce Drive.

Said trees on the westerly side of Commerce Drive shall be arranged in two (2) rows, five (5) feet apart. Each row shall consist of trees a minimum of six (6) feet in height and a maximum of ten (10) feet apart.

On the aforementioned property line the trees shall be a minimum of six (6) feet in height and a maximum of six (6) feet apart.

Approved this 28th day of July 1981.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
P.E.R. COMMITTEE


Richard H. Magaziner, Chairman

ATTEST:


Marvin S. Feller, Secretary

RESOLUTION No. 1131

BE IT RESOLVED that the Township of Upper Dublin shall acquire, pursuant to the First Class Township Code, Act of June 24, 1931, P.L. 1206, Art. XXX, Sec. 3001; as amended by the Act of May 27, 1949, P.L. 1955, Sec. 55; as amended further by the Act of July 2, 1953, P.L. 321, Sec. 11., by deed of conveyance in lieu of condemnation for the public purpose of making and maintaining a public recreation area for a swimming pool and associated facilities, all that certain real property located on Twining Road in the Township of Upper Dublin, adjacent to the Burn Brae Golf Course owned by the Township, formerly known as the Burn Brae Swim Club, and more specifically described as:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Upper Dublin, County of Montgomery and State of Pennsylvania described according to a certain plan of property of Burn Brae Country Club prepared for Upper Dublin Township by C. Raymond Weir Associates, Inc., dated November 20, 1963 and last revised December 11, 1963, as follows, to wit:-

BEGINNING at a point in the middle of Twining Road 33 feet wide a corner of Parcel "B" said point being North 56 degrees 16 minutes 50 seconds East 93.05 feet from a point a corner in the middle of Twining Road a corner of Parcel "A" and a corner of land of the Tyson Terrace Development, said last point being North 56 degrees 21 minutes East 21.47 feet from a point at the intersection of the middle of Twining Road with the middle of Paul Avenue (40 feet wide) extending to the Southeast as laid out the Tyson Avenue Terrace Development and not opened; thence from the point of beginning along Parcel "B" about to be conveyed to the Township of Upper Dublin the nine following courses and distances to wit:- (1) North 31 degrees 57 minutes 30 seconds West partly through a party wall between building erected on this and the adjoining property 219.60 feet to a point in another party wall; (2) thence through said other party wall North 58 degrees 2 minutes 30 seconds East 10.03 feet to a point a corner in still another party wall; (3) thence partly through the same and partly along said Northeast terminus of a private right-of-way reserved for the use of this and extending Southwest and Southeast to Twining Road through Parcel "B" North 31 degrees 57 minutes 30 seconds West 47.19 feet to a point a corner (4) North 59 degrees 32 minutes East partly along a strip of ground 100 feet by 30 feet reserved to this out of Parcel "B" for cesspool construction 183.96 feet to a post a corner (5) North 53 degrees 8 minutes East 154.76 feet to a post a corner (6) North 61 degrees 25 minutes East 98.83 feet to a post a corner (7) North 84 degrees 3 minutes East 33.14 feet to a post a corner (8) South 34 degrees 59 minutes East 118.67 feet to a post a corner (9) South 32 degrees 41 minutes East 122.07 feet to a point a corner in the aforesaid middle of Twining Road; thence along the middle of the same South 56 degrees 16 minutes 50 seconds West 484.75 feet to the point and place of beginning, reserving to the Township

along the Northwest side of Twining Road an additional 13.50 feet for future widening of said road to be dedicated to the Township without consideration or payment of damages at the time of widening of Twining Road containing 2.863 acres of land be the same more or less.

BEING the part of the same premises which Blanche B. Wunderle, singlewoman, Fred W. Wunderle and Hester Wunderle, his wife and Horace G. Wunderle widower and Anne H. Wunderle widow by Indenture bearing date the 27th day of December A.D., 1963 and recorded in and for Montgomery County at Norristown, Pa. in Deed Book 3315 page 721 &c., granted and conveyed unto Burn Brae Golf, Inc. (A Pa. Corp.), in fee.

BEING PARCEL NUMBER 54-00-16228-00-8.

AND FURTHER RESOLVED that the Township Solicitor and the Township Manager shall take appropriate action forthwith to file a Declaration of Taking and to do all acts necessary and proper to acquire such real property on behalf of the Township through condemnation proceedings or by conveyance in lieu of condemnation.

RESOLVED this 14th day of July, A.D. 1981.

TOWNSHIP OF UPPER DUBLIN

By 
President

Attest 
Secretary

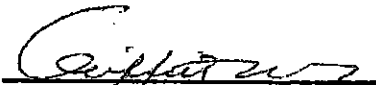
RESOLUTION NO. 1131

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same that the President of the Board of said municipality be authorized and directed to sign the attached Agreement on its behalf and that the Manager/Secretary be authorized and directed to attest the same.

UPPER DUBLIN TOWNSHIP

ATTEST:


Marvin S. Feller, Secretary

By: 
Griffith S. Miller, Jr.
President

I, Marvin S. Feller, Secretary, to the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held the 11th day of August 1981.

By: 
Marvin S. Feller, Secretary

Date: August 12, 1981

RESOLUTION NO. 1132

A RESOLUTION AUTHORIZING THE FILING OF AN OPEN SPACE GRANT-IN-AID APPLICATION WITH THE COUNTY OF MONTGOMERY.

WHEREAS, the Commissioners of Montgomery County have established an Open Space Grant-in-Aid Program to be utilized by the municipalities of Montgomery County, and

WHEREAS, the Grant-in-Aid may be used by the political subdivision for the acquisition of lands for recreation, conservation and historical purposes, and

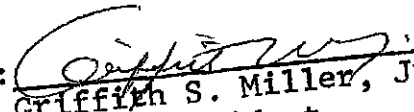
WHEREAS, the Township of Upper Dublin, Montgomery County, Pennsylvania desires to participate in the 1981 Open Space Land Acquisition Program and to acquire the land specified in the application.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania as follows:

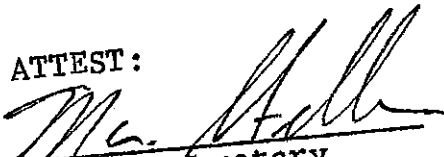
1. That the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania hereby approves the filing of an application for 1981 Montgomery County Open Space Grant Assistance.
2. That the Manager of Upper Dublin Township is hereby authorized and directed to execute and file the appropriate forms with the Montgomery County Planning Commission.

ADOPTED this 11th day of August 1981 at a regular stated meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Griffith S. Miller, Jr.
President

ATTEST:


Secretary

RESOLUTION NO. 1133

WHEREAS, the Eastern Montgomery County Consortium has been engaged in many joint activities, including specialized training program, and

WHEREAS, said Consortium now has the opportunity to participate in a comprehensive Police Stress Management Training Program, and

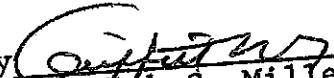
WHEREAS, the Consortium has been offered a grant-in-aid to cover approximately fifty (50%) percent of the cost.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township support and endorse this training program and approve Upper Dublin Township's participation.

FURTHER, Upper Dublin's total expenditure shall not exceed \$1500.00.

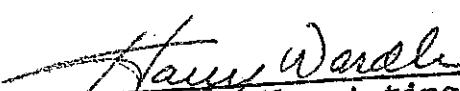
RESOLVED this 8th day of September 1981.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By 
Griffith S. Miller, Jr.
President

ATTEST:

Marvin S. Feller, Secretary


Harry Wardle, Acting Secretary

RESOLUTION NO. 1134

BE IT RESOLVED by authority of the Board of Commissioners of the Township of Upper Dublin, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of the Board be authorized and directed to attest the same.

UPPER DUBLIN TOWNSHIP

By Griffith S. Milmer, Jr.
Griffith S. Milmer, Jr.
President

September 8, 1981

ATTEST:

Marvin S. Feller, Secretary

(SEAL)

Harry Wardle
Harry Wardle, Acting Secretary

RESOLUTION
NO. 1135

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF FULTON ROAD AND LIMEKILN PIKE ON PLAN OF PROPERTY MADE FOR MARLISA ESTATES, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Fulton Road and Limekiln Pike on Plan of Property made for Marlisa Estates, are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets; and

WHEREAS, in the judgment of the Commissioners, said roads or streets are necessary for the convenience of the public.

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways. That the description of the tract is as follows:

ALL THAT CERTAIN tract or parcel of ground known as Fulton Road and Limekiln Pike on Plan of Property made for Marlisa Estates, Situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made a provided.

DULY adopted by the members of the Board of Commissioners of the
Township of Upper Dublin this *8th* day of *December*, 1981.

Attest:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Harry Waddell
Acting Secretary

By: *[Signature]*
President

81

RESOLUTION No. 1136

BE IT RESOLVED that the Township of Upper Dublin shall acquire, pursuant to the First Class Township Code, Act of June 24, 1931, P.L. 1206, Art. XXX, Sec. 3001; as amended by the Act of May 27, 1949, P.L. 1955, Sec. 55; as amended further by the Act of July 2, 1953, P.L. 321, Sec. 1., by deed of conveyance in lieu of condemnation for the public purpose of a park and recreation area, all that certain real property located on Tennis Avenue in the Township of Upper Dublin, and more specifically described as:

ALL THAT CERTAIN lot or piece of land designated as Lot No. 2 with the buildings thereon erected, SITUATE in the Township of Upper Dublin, County of Montgomery and State of Pennsylvania, bounded and described according to a plan prepared by Upper Dublin Township, dated August 19, 1981, and revised November 2, 1981, and titled Subdivision Plan of Emily Read Cheston Property, as follows:

BEGINNING at a point, a corner of this and land of Upper Dublin Township, said point being at a distance of Four Hundred Fifty and No One-Hundredths feet (450.00') measured along land of Upper Dublin Township, North Thirty Two degrees Eighteen minutes and Fifty Four seconds West (N 32°18'54"W) from a point, said point being at a distance of Two Hundred Sixty Two and Seventy Five One-Hundredths feet (262.75') measured along land of Upper Dublin Township, North Forty Seven degrees Twenty Nine minutes and No seconds West (N 47°29'00"W) from a point on the Northwesterly side of Butler Pike, as laid out Forty Five feet (45') wide, said point being at a distance of Nine Hundred Thirty Seven and Ninety Two One-Hundredths feet (937.92') measured along the Northwesterly side of Butler Pike, South Forty Two degrees Thirteen minutes and No seconds West (S 42°13'00"W) from a point, the intersection of the Northwesterly side of Butler Pike, as aforesaid, and the centerline of Stout Road, as laid out Thirty Three feet (33') wide, THENCE from the aforementioned point of beginning South Eighty three degrees Twenty Five minutes and Eleven seconds West (S 83°25'11"W) Seven Hundred Ninety One and No One Hundredths feet (791.00') to a point, THENCE North Forty Seven degrees Forty Nine minutes Twenty Nine seconds West (N 47°49'29"W) One Hundred Seventy One and Ninety Three One Hundredths feet (171.93') to a point, THENCE South Forty Three degrees Forty One minutes and No seconds West (S 43°41'00"W) Two Hundred Forty Three and Forty Eight One Hundredths feet (243.48') to a point on the Northeasterly side of Legislative Route No. 782 as laid out One Hundred Twenty feet (120') wide, THENCE along the Northeasterly side of L.R. #782 North Thirty two degrees Fifty Two minutes and Twenty Two seconds West (N 32°52'22"W) Two Hundred Eighteen and Eighty Six One Hundredths feet (218.86') to a point of curvature, THENCE still along the Northeasterly side of L.R. #782, on the arc of a circle, curving to the left having a radius of Three Thousand Eight Hundred Seventy Nine and Eighty Three One Hundredths feet (3879.83') the arc distance of Seven Hundred Fifty One and Sixty Eight One Hundredths feet (751.68') to a point of tangency, THENCE still along L.R. #782, North Forty Three degrees Fifty Eight minutes Twenty Four seconds West (N 43°58'24"W) Four Hundred Twenty Five and Seventy One Hundredths feet (425.70') to a point in the right-of-way of Tennis Avenue as laid out Forty Five feet (45') wide and on the line between Upper Dublin

RESOLUTION # 1137

WHEREAS, Upper Dublin Township is a member of the Montgomery County Consortium of Communities, an organization of 12 communities who have joined together in an organization for the purpose of pursuing common solutions to common problems with an economy of scale, and

WHEREAS, ten (10) of the communities (Abington, Cheltenham, Lower Merion, Lower Moreland, Upper Merion, Upper Moreland, Plymouth, Springfield, Upper Dublin and Whitmarsh) agree that a need exists to develop a customized computerized Public Works Contract Analysis and Tracking Service as a means of obtaining good and reliable data as to cost of services, reports suitable for presentation at negotiations, and comparisons of demographic and contract data among the participating Townships; and

WHEREAS, the Consortium has selected Labor Relations Press, P.O. Box 579, Highland Office Center, Fort Washington, Pa. 19034, for the purposes of implementing such a program, and

WHEREAS, the program calls for the expenditure of an amount not to exceed \$7,500 the expense of which shall be pro-rated among the participants, and

WHEREAS, the Consortium has obtained a Council of Government grant-in-aid from the Department of Community Affairs in the amount of \$3,750, to be applied to the cost of the project,

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township support and endorse this project and approve

the participation of Upper Dublin Township in the program.

ADOPTED this 9th day of Feb. A.D. 1982

ATTEST:

Harry Wardle

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: Patrick J. Zella
PRESIDENT

RESOLUTION No. 1138

A RESOLUTION APPROPRIATING FROM EXCESS REVENUES AND MAKING CHANGES IN CERTAIN APPROPRIATIONS HERETOFORE MADE BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER DUBLIN UNDER ORDINANCE No. 598 DATED DECEMBER 30, 1980.

WHEREAS, pursuant to Acts of Assembly in such cases made and provided, the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, by ordinance adopted and enacted the 30th day of December 1980, appropriated out of the estimated revenue and income available for the year 1981 certain sums estimated by them to be required for the several specific purposes of Township Government; and

WHEREAS, because of the difficulty in accurately determining the exact amount required for certain of the specific purposes of Township Government, which are or may be largely affected by unforeseen contingencies; and

WHEREAS, the expenses incurred in some accounts are less than the funds appropriated and the revenues in some line items are in excess of anticipation for 1981;

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township does hereby RESOLVE:

1. THAT the sum of \$100,735 be transferred from the following accounts:

Acct. #6	- Street Lights	-	\$13,013
#7	- Fire Hydrants	-	280
#8	- General Sewer	-	14,088
#9	- Golf Course	-	15,862
#30	- Open Space	-	5,511
#31	- Outfall Sewer Acct.	-	41,564
#33	- Capital Equipment	-	10,417

to the following account:

Acct. #390 - Refunds from Other Accounts -100,735

2. THAT the sum of \$262,643 be transferred from the following accounts:

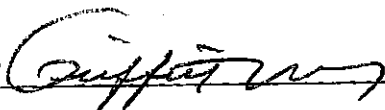
Protection to Persons & Property	-	\$38,889
Regulations, Planning & Zoning	-	11,677
Health & Sanitation	-	33,127
Parks & Recreation	-	584
Library	-	17,379
Refunds from Other Accounts	-	147,035
Miscellaneous	-	13,952

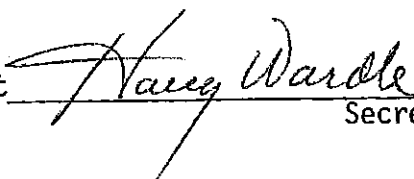
to the following accounts:

General Government	-	\$27,583
Insurance & Miscellaneous	-	96,505
Debt Service	-	90,021
Motor Pool & Electrical Service	-	23,666
Highways	-	24,868

ADOPTED this 29th day of December, 1981.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By  President

Attest  Secretary

RESOLUTION NO. 1139

A RESOLUTION AUTHORIZING BORROWING IN ANTICIPATION OF CURRENT TAXES AND REVENUES AND THE ISSUANCE OF A TAX ANTICIPATION NOTE; ESTABLISHING THE FORM OF SUCH NOTE; APPROVING AND ACCEPTING A PROPOSAL OF CONTINENTAL BANK TO PURCHASE THE NOTE AND AUTHORIZING THE NEGOTIATED SALE THEREOF TO SAID BANK; PROVIDING SECURITY FOR SUCH NOTE; AUTHORIZING AND DIRECTING CERTAIN OFFICIALS TO DELIVER A CERTIFICATE AS TO TAXES AND REVENUES TO BE COLLECTED, TO CAUSE TO BE MADE THE FILING REQUIRED BY LAW, TO EXECUTE AND DELIVER THE NOTE, AND TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE.

WHEREAS, it has been determined that the Township of Upper Dublin will be required to incur temporary indebtedness for the purpose of providing funds during the fiscal year 1982 for current operating expenses and debt service in the aggregate amount of One Million Dollars (\$1,000,000.00) in anticipation of the receipt to taxes with the projected budget requirements set forth in the cash forecast presented to this meeting; and

WHEREAS, a proposal has been submitted by CONTINENTAL BANK (the "Bank") to purchase Tax and Revenue Anticipation Notes aggregating said One Million Dollars (\$1,000,000.00), bearing interest at the rate of one-half (1/2) of prime plus one percent (1%) floating with prime not to exceed eleven percent (11%) per annum and maturing on December 31, 1982; and

WHEREAS, the aggregate principal amount of such Notes will not exceed eighty five percent (85%) of the taxes levied for the current fiscal year and the current revenues for such year, not yet received, estimated to be received during the period when the Notes will be outstanding.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Upper Dublin (the "Issuer") as follows:

1. This Board hereby approves the incurring by the Township of temporary indebtedness, pursuant to the Local Government Unit Debt Act approved April 28, 1978 (Act No. 52), as amended (the "Act"), for the aforesaid purpose in an aggregate amount not exceeding One Million Dollars (\$1,000,000.00), in accordance with the proposal of the Bank, dated December 24, 1981, presented to this meeting. Said proposal, a copy of which shall be filed with the minutes of this meeting, is hereby approved and accepted.

2. Said temporary indebtedness shall be represented by fully registered Tax and Revenue Anticipation Notes of the Issuer (the "Notes") and such Notes shall be sold at private sale to the Bank for a sum equal to the principal amount thereof. The Notes, as to both principal and interest, shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the Ft. Washington office of Continental Bank. The Notes shall mature (subject to prepayment without penalty) on December 31, 1982. The Notes are hereby authorized and shall bear interest at the rate of one-half (1/2) of prime plus one percent (1%)

floating with prime not to exceed eleven percent (11%) per annum from the date thereof to maturity or earlier prepayment calculated in relation to a year of 365 days.

3. All Notes issued under this Resolution shall be equally and ratably secured by, and there is hereby irrevocably pledged to the purchasers thereof, their successors and assigns, for the prompt payment of the principal of such Notes and the interest thereon, all of the income, revenues and receipts of the Issuer to be received during the period when the Notes will be outstanding, including, but not limited to, all taxes and all state subsidies, and reimbursements payable to the Issuer during such period. There is hereby granted to such purchaser, its successors and assigns, a security interest in and a lien and charge on such income, revenue and receipts, perfected and enforceable in accordance with the terms of the Notes. The Resolution and the Act shall constitute a security agreement between the Issuer and the Bank or such other holder from time to time of the Notes.

4. The Issuer hereby covenants with the purchaser of the Notes, its successors and assigns, that no part of the proceeds of the Notes shall at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Notes to be arbitrage bonds as defined in subsection (c) (2) as then in effect, of Section 103 of the Internal Revenue Code of 1954 of the United States of America, and regulations promulgated thereunder, and to be subject to treatment under subsection (c)(1) of said Section as an obligation the interest on which is not excludable from gross income under subsection (a)(1) of said Section.

5. The Issuer hereby warrants to the purchase of the Notes, its successors and assigns, that it has not encumbered or pledged its income, revenues or receipts for the fiscal year to be pledged as provided in Section 3 hereof, except for the payment of debt service on its outstanding bonds and except for outstanding current operating expenses incurred for the said fiscal year for the payment of which the Notes are to be issued and sold, and further covenants that it will not, so long as the principal of or interest on any of the Notes shall remain unpaid, incur any further obligation against such income, revenues or receipts ranking prior to or on a parity with the Notes without the consent of the holders of the Notes.

6. All Notes issued hereunder shall be in substantially the same form as attached hereto.

7. The President or Vice President of this Board and the Secretary thereof are hereby authorized and directed to endorse thereon the acceptance of the Issuer of the Note Purchase Proposal of the Bank; to execute a certificate as to taxes and revenues, in the form presented to this meeting and hereby approved, and to file the same together with a certified copy of this Resolution and a true copy of the proposal of the Bank accepted by this Resolution with the Department of Community Affairs of the Commonwealth of Pennsylvania, all as required by the Act; and to execute and file appropriate additional certificates as required by the Act.

8. The proper officers of Issuer are hereby authorized and directed to execute and deliver to the Bank financial statements under the Uniform Commercial Code relating to the Notes.

9. The President or Vice President of this Board of the Issuer is hereby authorized and directed to execute the Notes on behalf of the Issuer and the Secretary is hereby authorized and directed to affix thereto and attest the seal of the Issuer and then deliver them on its behalf.

10. The proper officers of the Issuer are hereby authorized and directed to execute such further documents and certificates and to take such further action as they may deem necessary or proper to issue the Notes and carry out the intent and purpose of this Resolution.

11. All resolutions and parts of resolutions insofar as they are inconsistent herewith are hereby rescinded.

RESOLVED this 12th day of January, 1982.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By Patrick Rolla
President

Attest Haney Wardle
Secretary

**TOWNSHIP OF UPPER DUBLIN
COMMONWEALTH OF PENNSYLVANIA
TAX AND REVENUE ANTICIPATION NOTE**

Township of Upper Dublin (the "Issuer"), Commonwealth of Pennsylvania, for value received hereby acknowledges itself to be indebted and promises to pay to Continental Bank, or registered assigns, upon surrender hereof, the sum of One Million Dollars (\$1,000,000.00), on the 31st day of December, 1982 and to pay interest on said sum from the date hereof until maturity or earlier prepayments at the rate of one-half (1/2) of prime plus one percent (1%) floating with prime not to exceed eleven percent (11%) per annum. Both the principal of and interest on this Note shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the Ft. Washington office of Continental Bank. This Note shall be subject to prepayment, in whole or in part, at the option of the Issuer at any time. Partial payment shall be made by payment of the principal amount to be prepaid together with interest on the prepaid amount to the prepayment date and such partial prepayment shall be noted hereon. Prepayment in whole shall be made by payment of the principal amount hereof at the time outstanding, together with interest to the prepayment date, against surrender hereof.

This Note is one of a series of Tax and Revenue Anticipation Notes authorized to be issued in the aggregate principal amount of One Million Dollars (\$1,000,000.00) (the "Notes") pursuant to a resolution adopted by the governing body of the Issuer (the "Resolution") authorizing the issuance of Tax and Revenue Anticipation Notes in the aggregate principal amount of One Million Dollars (\$1,000,000.00) during the fiscal year 1982 and maturing December 31, 1982.

This Note is issued under and in accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act No. 52, approved April 28, 1978 (the "Act"), for the purpose of providing funds for current expenses and debt service payable in the current fiscal year in anticipation of the receipt of taxes, state subsidies and reimbursements and other current revenues of the Issuer. In order to secure this Note and the prompt payment of the principal of and interest hereon when due equally and ratably with all other Notes issued under the Resolution, there is hereby pledged to the registered owner of this Note, and there is hereby granted to such owner a security interest in and lien and charges on, all such taxes, subsidies, reimbursements and other revenues of the Issuer received during the period when the Notes will be outstanding, perfected and enforceable in the manner provided by the Act. Payment of this Note in full shall be made against surrender hereof at maturity. The Issuer and the Paying Agent may treat the registered owner of this Note as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary.

The amount of this Note, together with all other Notes, if any, issued by the Issuer under the Resolution, does not exceed eighty five percent (85%) of the sum of the taxes levied for the current fiscal year and the current revenues for such year, not yet received and remaining to be collected or received during the period when the Notes will be outstanding.

The Issuer represents that the obligations represented by the Notes are or will be short term obligations which will not be outstanding for a period in excess of thirteen (13) months, the aggregate amount of which is not, and will not be, greater than the maximum anticipated "Cumulative cash flow deficit" (as defined in Section 1.1-3-14(c)(2) of the Regulations hereinafter mentioned) of the Issuer for the period of receipt of the income pledged hereunder and during which such obligations will be outstanding, and the proceeds of which, if and to the extent invested, will be considered to be invested for temporary periods, all within the meaning of Section 103(c)(4) of the Internal Revenue Code and Section 1.1-3-14(c)(2) of the Regulations presently proposed thereunder and consequently are not arbitrage bonds for Federal income tax purposes. The Issuer certifies that it is not expected that the proceeds of such obligations will be used in a manner that would cause such obligations to be arbitrage bonds and further covenants that it will make no use of such proceeds which, if such use had been reasonably expected on the date of issue of such obligations would have caused such obligations to be arbitrage bonds and that it will comply with Section 103(c) of the Internal Revenue Code and Section 1.103-13 and 1.103-14 of the Regulations presently proposed thereunder, or with applicable proposed temporary or permanent regulations of similar import, throughout the term of such obligations.

All acts, conditions and things required to be done or performed precedent to and in the issuance of this obligation or in the creation of the debt of which this obligation is evidence have been done and performed as required by law. This obligation, together with all other indebtedness of the Issuer, is not in excess of any constitutional or statutory limitations.

IN WITNESS WHEREOF, the Board has caused this Note to be signed in its name and on its behalf by the President and its corporate seal to be hereto affixed attested by its Secretary this 13th day of January, 1982.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By *Patrick J. Roll*
President

Attest *Harry Waudle*
Secretary

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of Resolution No. 1139 adopted by the Board of Commissioners of Upper Dublin Township on January 12, 1982, at which time there was a majority of the Commissioners in attendance, and that the adoption of the Resolution and recording of the vote thereon is duly entered upon the Minutes of said Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania.


Secretary

RESOLUTION No. 1142

A RESOLUTION IN CONNECTION WITH PHASE II OF THE NORTH HILLS STORM DRAINAGE AND STREET IMPROVEMENT PROJECT.

WHEREAS, the Township, in 1977, applied for and received a Block Grant Fund through the Housing and Community Development Program of Montgomery County; and

WHEREAS, the Grant was for the purpose of improving the community of North Hills; and

WHEREAS, commencing in 1979 certain improvements were made in Phase I of the project; and

WHEREAS, while completing the improvements the Township was confronted with an emergency requiring a change order with the contractor amounting to approximately \$110,000; and

WHEREAS, approval of this change order was not obtained from the Montgomery County Housing and Development Program; and

WHEREAS, upon reflection, the County has agreed to reimburse the Township in the amount of \$88,100 for the said change order provided it will:

(a) Agree to proceed with Phase II of the North Hills storm drainage/street improvements project (from Chestnut to Walnut) scaled down to reflect the decrease in available community development funds. (Balance in sixth and seventh year accounts would total approximately \$180,000.)

(b) Agree, or the Sewer Authority agree, to assume responsibility for payment of sanitary sewer repair or replacement costs incurred as part of the storm drainage/street improvements project.

(c) Agree that any change orders involving the North Hills Phase II project must first be approved by the Montgomery County Housing and Community Development Program or it will not be eligible for payment.

NOW THEREFORE, be it RESOLVED that in order to obtain the reimbursement offered by the County for the Phase I change order in the amount of \$88,100, the Township of Upper Dublin agrees to proceed with Phase II of the North Hills storm drainage and street improvement project subject to the conditions set forth herein above as required by the Montgomery County Housing and Community Development Program.

ADOPTED this 9th day of March, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Robert J. Zalk* President

Attest *Harry Wardle*
Secretary

RESOLUTION No. 1143

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, RECOMMENDING RAYMOND H. MILLER, JR., AS AN HONORARY MEMBER OF THE CLASS OF 1949 OF THE UNITED STATES MILITARY ACADEMY.

WHEREAS, The Honorable Lawrence Coughlin, Congressman of the United States for the 13th District of the Commonwealth of Pennsylvania, is considering recommending to Congress that RAYMOND H. MILLER, JR., be appointed an honorary member of the Class of 1949 of the United States Military Academy; and

WHEREAS, Raymond H. Miller, Jr. has served on the Board of Commissioners of Upper Dublin Township during two years of which he was President; and

WHEREAS, Raymond H. Miller, Jr., has served in the United States Army and is the father of two West Point graduates, as well as one son currently a Yearling at West Point; and

WHEREAS, Raymond H. Miller, Jr. serves as a Committee member of Congressman Coughlin's Service Academy Committee Selection Board and has served as its Secretary; and

WHEREAS, Raymond H. Miller, Jr. has performed outstanding service to his community and has exhibited dedication to his family and church, as well as his love for West Point;

NOW, THEREFORE, be it

RESOLVED, that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, hereby supports and endorses the recommendation of the Honorable Lawrence Coughlin, Congressman of the United States for the 13th District of the Commonwealth of Pennsylvania, that RAYMOND H. MILLER, JR. be named as an honorary member of the Class of 1949 of the United States Military Academy.

ADOPTED this 9th day of March, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zello President

Attest Harry Wardle Secretary

RESOLUTION No. 1144

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION.

WHEREAS, the Township, on February 13, 1979, made application to the Community Development Block Grant Program for needed improvements in the Community; and

WHEREAS, the Board of Commissioners wish to amend said application to add approximately 125 feet of Woodrow Avenue, Ardsley, Upper Dublin Township, to the program;

NOW THEREFORE, be it RESOLVED that the application of February 13, 1979, is hereby amended to add approximately 125 feet of Woodrow Avenue, Ardsley, to the project to involve creating two (2) asphalt swales to improve the drainage system.

ADOPTED this 13th day of April, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Robert J. Zelle* President

Attest *Hany Wasile* Secretary

RESOLUTION
NO. 1145

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF GARRISON DRIVE, CONRAD PLACE, TANNERIE RUN ROAD AND ONE-HALF THE BED OF A PORTION OF MEETINGHOUSE ROAD AND KEISEL LANE, AND DRAINAGE EASEMENTS, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Garrison Drive, Conrad Place, Tannerie Run Road and one-half the bed of a portion of Meetinghouse Road and Keisel Lane and drainage easements, are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets and drainage easements; and

WHEREAS, in the judgment of the Commissioners, said roads or streets and drainage easements are necessary for the convenience of the public.

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways. That the description of the tract is as follows:

ALL THOSE CERTAIN tracts of land being the beds of Garrison Drive, Conrad Place, Tannerie Run Road and one-half the bed of a portion of Meetinghouse Road and Keisel Lane, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

ALL THAT CERTAIN piece of land designated as the twenty (20) foot wide drainage right-of-way on Lots #143 and #144 of a certain Subdivision known as Tannerie Run, Section No. 4-A, situate in Upper Dublin Township, Montgomery County, Pennsylvania, and more particularly described in Exhibit "B" attached hereto and made a part hereof.

ALL THAT CERTAIN piece of land designated as the twenty (20) foot wide drainage right-of-way on Lots #138 and #140 of a certain Subdivision known as Tannerie Run, Section No. 4-A, situate in Upper Dublin Township, Montgomery County, Pennsylvania, and more particularly described in Exhibit "C" attached hereto and made a part hereof.

ALL THAT CERTAIN piece of land designated as the twenty (20) foot wide drainage right-of-way on Lots #148, #149, #150, #151, #152 and #153 of a certain Subdivision known as Tannerie Run, Section No. 4-B, situate in Upper Dublin Township, Montgomery County, Pennsylvania, and more particularly described in Exhibit "D" attached hereto and made a part hereof.

ALL THAT CERTAIN piece of land designated as the twenty-five (25) foot wide drainage right-of-way on Lot #141 of a certain Subdivision known as Tannerie Run, Section No. 4-A, situate in Upper Dublin Township, Montgomery County, Pennsylvania, and more particularly described in Exhibit "E" attached hereto and made a part hereof.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the
Township of Upper Dublin this 13th day of April, 1982.

Attest:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Harry Wardle
Secretary

By: Patrick J. Zolli
President

Description for the beds of Garrison Drive, Conrad Place, Tannery Run Road, one half the bed of a portion of Meetinghouse Road and Keisel Lane, as situate in Sections 4-A and 4-B of 'Tannerie Run.'

ALL THOSE CERTAIN STRIPS OR PARCELS OF LAND, situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plans of 'Tannerie Run' Section No. 4-A, dated 12/10/71 and last revised 6/28/74, and Section 4-B, dated 12/10/71, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the northwesterly right of way line of Garrison Drive, a corner between Lot 134 in Section 3 and Lot 135 in Section 4-A, of which this is a part, also being the southwesterly terminus as dedicated previously in Section No. 3; thence crossing the bed of Garrison Drive South 51 degrees 42 minutes East 50 feet to a point on the southeasterly right of way line in line of Lot 163; thence along the same South 38 degrees 18 minutes West 27.04 feet to a point of curvature; thence still along Lot 163 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 100 feet; the Arc distance of 157.08 feet to a point of tangency on the northeasterly right of way line of Garrison Drive; thence along the same the three following courses and distances to wit: 1. Partly along Lot 163 and partly along Lot 164 South 51 degrees 42 minutes East 155.80 feet to a point of curvature 2. Partly along Lot 164 and Lot 165 by a curved line bearing to the right in a southeasterly direction with a Radius of 150 feet, the Arc distance of 85.52 feet to a point of tangency 3. Still partly along Lot 165 South 19 degrees 02 minutes East 75.20 feet to a point of curvature; thence by a curved line bearing to the left in a southeast to northeast direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency thence along the same, partly along Lots 165 and 166 in Section No. 4-B North 70 degrees 38 minutes East 273.51 feet to a point of curvature; thence by a curved line bearing to the left in a northeast to northwest direction with a Radius of 10 feet, the Arc distance of

Mr. Joseph Muscara
June 16, 1980
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feet to a point of tangency on the southwesterly right of way line of Conrad Place, 40 feet wide; thence along the same and partly along Lot 166 and partly along Lot 167 North 19 degrees 02 minutes West 225.81 feet to a point of curvature at the beginning of the turning circle at the northerly end of Conrad Place; thence along the same the two following courses and distances to wit: 1. Partly along Lot 167, along Lots 168 and 169 by a curved line bearing to the right in a northwest to southwest direction with a Radius of 48 feet, the Arc distance of 213.41 feet to a point of reverse curve 2. Still partly along Lot 169 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 28 feet, the Arc distance of 36 feet to a point of tangency a corner of Lot 170 on the northeasterly right of way line of Conrad Place; thence along the same and along Lot 170 South 19 degrees 02 minutes East 152.49 feet to a point of curvature thence by a curved line bearing to the left in a southeast to north-east direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency on the aforementioned northwesterly right of line of Schirra Drive; thence along the same the three following courses and distances to wit: 1. Along Lot 170 North 70 degrees 58 minutes East 125.53 feet to a point of curvature a corner of Lot 171 2. Along Lot 171 by a curved line bearing to the left in a northeasterly direction with a Radius of 150 feet, the Arc distance of 83.95 feet to a point of tangency 3. Still partly along Lot 171, along Lot 154 North 38 degrees 54 minutes East 412.44 feet to a point of curvature; thence still along Lot 154 by a curved line bearing to the left in a north-east to northwest direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency on the southwesterly right of way line of Tannerie Run Road; thence along the same the three following courses and distances to wit: 1. Along Lot 154 North 51 degrees 06 minutes West 53.31 feet to a point of curvature 2. Still along Lot 154 by a curved line bearing to the left in a northwesterly direction with a Radius of 250 feet, the Arc distance of 75.52 feet to a point of tangency 3. Still partly along Lot 154 and along Lots 155 and 156 North 68 degrees 24 minutes 30 seconds West 244.31 feet to a point of tangency at the southeasterly end of Lot 157 in line of Section No. 3; thence crossing the bed of Tannerie Run Road, separating Section No. 4-B and Section No. 5 North 21 degrees 35 minutes 30 seconds East 50 feet to a point in line of Lot 126 on the northeasterly right of way line of Tannerie Run Road; thence along the same the three following courses and distances to wit: 1. Partly along Lot 126, along Lot 125 and partly along Lot 124 South 68 degrees 24 minutes 30 seconds East 244.31 feet to a point of curvature 2. Still partly along Lot 124 and partly along Lot 123 by a curved line bearing to the right in a southeasterly direction with a Radius of 300 feet, the Arc distance of 90.63 feet to a point of tangency 3. Still partly along Lot 123 South 51 deg. 06 min. East 15.71 feet to a point of curvature; thence still partly along Lot 123 by a curved line bearing to the left in a southeast to northeast direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point

Mr. Joseph Muscara
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of tangency on the northwesterly right of way line of Schirra Drive; thence along the same the five following courses and distances to wit:

1. Along Lot 123 North 38 degrees 54 minutes East 72.37 feet to a point of curvature
2. Still along Lot 123 by a curved line bearing to the right in a northeasterly direction with a Radius of 250 feet, the Arc distance of 111.26 feet to a point of tangency
3. Partly along Lot 123 and partly along Lot 119 North 64 degrees 24 minutes East 135.29 feet to a point of curvature
4. Still along Lot 119 by a curved line bearing to the left in a northeasterly direction with a Radius of 135 feet, the Arc distance of 100.18 feet to a point of tangency
5. Still along Lot 119 North 21 degrees 53 minutes East 46.36 feet to a point of curvature; thence by a curved line bearing to the left in a northeast to northwest direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency on the southwesterly right of way line of Meetinghouse Road, 41.5 feet wide that is to say 16.5 feet to the northeast and 25 feet to the southwest of the center line of the original 33 foot road; thence along the aforementioned southwesterly right of way line and partly along Lot 119 North 68 degrees 07 minutes West 91.75 feet to a point in line of land of D. C. Anderson; thence along the same and crossing one half the bed of Meetinghouse Road North 36 degrees 05 minutes 30 seconds East 25.79 feet to a point on the center line; thence along the same the two following courses and distances to wit: 1. South 68 degrees 07 minutes East, passing the northeasterly center line terminus of Schirra Drive, 282.06 feet to an angle point 2. South 50 degrees 2 minutes East 9.50 feet to a point a corner of land of Frank R. Gunn; thence along the same and recrossing one half the bed of Meetinghouse Road South 38 degrees 54 minutes West, passing over an iron pin set at the side of the 33 foot road, 26.30 feet to a point a corner of Lot 120 on the southwesterly right of way line, aforementioned; thence along the same and along Lot 120 the two following courses and distances to wit: 1. By a curved line bearing to the left in a northwesterly direction with a Radius of 175 feet, the Arc distance of 32.60 feet to a point of tangency 2. North 68 degrees 07 minutes West 95.59 feet to a point of curvature; thence still along Lot 120 by a curved line bearing to the left in a northwest to southwest direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency on the southeasterly right of way line of Schirra Drive, aforementioned; thence along the same the six following courses and distances to wit: 1. Along Lot 120 South 21 degrees 53 minutes West 46.36 feet to a point of curvature 2. Partly along Lot 120 and partly along Lot 121 by a curved line bearing to the right on a southwesterly direction with a Radius of 185 feet, the Arc distance of 137.28 feet to a point of tangency 3. Partly along Lots 121 and 122 South 64 degrees 24 minutes West 135.29 feet to a point of curvature 4. Along Lot 121 by a curved line bearing to the left in a southwesterly direction with a Radius of 200 feet, the Arc distance of 89.01 feet to a point of tangency 5. Partly along Lot 122 and along Lot 153, 152, 151, 150 and partly along Lot 149 South 38 degrees 54 minutes West 554.81 feet

C. RAYMOND WILSON ASSOCIATES, INC.

Mr. Joseph Muscara
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point of curvature 6. Still partly along Lot 149 and along Lot 148 by a curved line bearing to the right in a southwesterly direction with a Radius of 200 feet, the Arc distance of 111.93 feet to a point of reverse curve; thence still along Lot 148 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point on the northeasterly right of way line of Keisel Lane; thence along the same the three following courses and distances to wit: 1. Along Lot 148 South 19 degrees 02 minutes East 38.25 feet to a point of curvature 2. Still along Lot 148 by a curved line bearing to the left in a southeasterly direction with a Radius of 120 feet, the Arc distance of 67.16 feet to a point of tangency 3. Still along Lot 148 South 5 degrees 06 minutes East 135.23 feet to a point in line of land of Lorva Donnelson, being the southeasterly terminus of Keisel Lane; thence along the same and along land of Lorva Donnelson South 38 degrees 54 minutes West 50 feet to a point on the southwesterly right of way line of Keisel Lane; thence along the same the three following courses and distances to wit: 1. Along land to be conveyed to Upper Dublin Township for park and recreation purposes and partly along Lot 147 North 51 degrees 06 minutes West 135.23 feet to a point of curvature 2. Along Lot 147 by a curved line bearing to the right in a northwesterly direction with a Radius of 170 feet, the Arc distance of 92.02 minutes 38.25 feet to a point of curvature; thence still along Lot 147 by a curved line bearing to the left in a northwest to southwest direction with a Radius of 10 feet, the Arc distance of 15.71 feet to a point of tangency on the southeasterly right of way line of Schirra Drive, aforementioned; thence along the same and going from Section 4-B into Section No. 4-A along Lots 147, 146, 145 and partly along Lot 144 South 70 degrees 58 minutes West 424.04 feet to a point of curvature 2. Still partly along Lot 144 and partly along Lot 143 by a curved line bearing to the left in a southwesterly direction, with a Radius of 175 feet, the Arc distance of 97.94 feet to a point of tangency 3. Partly along Lot 143, partly along Lot 142 and along Lot 141 passing through a temporary turning circle South 38 degrees 54 minutes West 269.43 feet to a point in line of land of The Bell Telephone Company of PA; thence along the same, crossing the southwesterly terminus of Schirra Drive North 14 degrees West 62.69 feet to a point in the corner of Lot 140 on the northwesterly right of way line of Schirra Drive; thence along the same the two following courses and distances to wit: 1. Passing through the temporary turning circle and along Lot 140 and partly along Lot 139 North 38 degrees 54 minutes East 200 feet to a point of curvature 2. Still along Lot 139 by a curved line bearing to the right in a northeasterly direction with a Radius of 100 feet, the Arc distance of 92.29 feet to a point of reverse curve; thence still along Lot 139 by a curved line bearing to the left in a northwesterly direction with a Radius of 10 feet, the Arc distance of 14.21 feet to a point of tangency on the southwesterly right of way line of Garrison Drive; thence along the same the three following

C. RAYMOND WEIR ASSOCIATES, INC.

Mr. Joseph Muscara
June 16, 1980
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courses and distances to wit: 1. Along Lot 139 North 19 degrees 02 minutes West 77.82 feet to a point of curvature 2. Partly along Lot 139 and partly along Lot 138 by a curved line bearing to the left in a northwesterly direction with a Radius of 100 feet, the Arc distance of 57.01 feet to a point of tangency 3. Along Lot 138 North 51 degrees 42 minutes West 155.80 feet to a point of tangency; thence straight line bearing to the right in a northwest to northeast direction with a Radius of 150 feet, the Arc distance of 235.62 feet to a point of tangency on the northwesterly right of way line of Garrison Drive; thence along the same and along Lot 135 North 38 degrees 18 minutes East 27.04 feet to the point and place of beginning.

Being the beds of Garrison Drive, Conrad Place, Tannery Run Road, half the Bed of a portion of Meetinghouse Road and Keisel Lane, as situate in Section No. 4-A and 4-B of 'Tannerie Run' together with utilities and improvements constructed therein.

DEED OF DEDICATION
20' WIDE DRAINAGE RIGHT-OF-WAY
ON LOTS # 143 & # 144

ALL THAT CERTAIN piece of land designated as 20' WIDE
DRAINAGE RIGHT-OF-WAY

SITUATE in the Township of Upper Dublin, County of Mont-
gomery, State of Pennsylvania, being more wholly described
according to a plan entitled "Subdivision Plan, Tannerie Run,
Section No. 4-A" prepared by C. Raymond Weir Associates Inc.,
Civil Engineers and Surveyors dated December 10, 1971 as follows,

BEGINNING at a point on the Southeasterly side of Schirra
Drive (50'wide), said point being the Northerly corner of lot No.
143 and the Westerly corner of Lot No. 144 THENCE Northeasterly
along the South easterly side of Schirra Drive on the arc of a
circle curving to the right having a radius of 175 feet to a point
said point being the intersection of the Southeasterly side of
Schirra Drive with a line that is 10' parallel to and Northeasterly
of the Southwesterly line of Lot No. 144, THENCE leaving the
Southeasterly side of Schirra Drive South Twenty Six degrees
Fourteen minutes East ($S26^{\circ}14'E$) along a line 10' parallel to the
Southwesterly line of Lot No. #144, to a point on the Southeasterly
property line of said lot, THENCE along said line South Seventy
degrees Fifty Eight minutes West ($S70^{\circ}58'W$) to a point THENCE
partially along the Southeasterly side of Lot No. 144 and parti-
ally along the Southeasterly side of Lot No. 143 South Thirty Eight
degrees Fifty Four minutes West ($S38^{\circ}54'W$) to a point on the

Exhibit "B"

aforesaid side of Lot No. 143 also being the intersection of a line 10' parallel to and Southwesterly of the Northeasterly property line of Lot No. 143 with the Southeasterly property line of Lot No. 143 THENCE North Twenty Six degrees Fourteen minutes West ($N26^{\circ}14'W$) along a line 10' parallel to the Northeasterly property line of Lot No. 143, to a point on the Southeasterly side of Schirra Drive, THENCE Northeasterly along said side of Schirra Drive on the arc of a circle, curving to the right, having a radius of 175 feet, to the first mentioned point and place of beginning.

DEED OF DEDICATION
20' WIDE DRAINAGE RIGHT-OF-WAY
ON LOTS # 138 & # 140

ALL THAT CERTAIN piece of land designated as 20' WIDE
DRAINAGE RIGHT-OF-WAY,

SITUATE in the Township of Upper Dublin, County of Mont-
gomery, State of Pennsylvania, being more wholly described
according to a plan entitled "Subdivision Plan, Tannerie Run,
Section No. 4-A" prepared by C. Raymond Weir Associates Inc.,
Civil Engineers and Surveyors dated December 10, 1971 as follows:

BEGINNING at a point on the Northwesterly side of Schirra
Drive (50' wide) at the most Southerly corner of Lot No. 140 on the
aforesaid plan THENCE North Fourteen degrees West ($N14^{\circ}W$) along
the Westerly property line of Lot No. 140 and crossing the most
Northerly lot line of the aforesaid lot which also is a common
line to Lots No. 140 and 138, to a point on the Northwesterly
property line of Lot No. 138, which is common to Lots No. 138 and
137 THENCE North Forty Four degrees Fourteen minutes East ($N44^{\circ}14'$)
along the Northwesterly Lot line of Lot No. 138 to a point, THEN
leaving the aforesaid line South Fourteen degrees East ($S14^{\circ}E$),
being 20' PARALLEL to the first mentioned line, to a point, said
point being at the terminus of this line and a projected line 2
parallel to and Northwesterly of the most Southeasterly property
line of Lot No. 138 THENCE North Seventy degrees FIFTY EIGHT mi-
nutes East ($N70^{\circ}58'E$) to a point on the Southwesterly side of
Garrison Drive (50' wide) THENCE Southeasterly along the South-
westerly side of Garrison Drive on the arc of a circle curving

Exhibit "C"
-1-

right having a radius of 100 feet to a point, said point being the most Easterly corner of Lot No. 138, and the most Northerly corner of Lot No. 139, THENCE partially along the lot line between Lots No. 138 and 139 and partially into Lot No. 140 South Seventy degrees Fifty Eight minutes West ($S70^{\circ}58'W$) to a point, said point being on a line 20' parallel to and Northeasterly of the Southwesterly property line of Lot No. 140, THENCE South Fourteen degrees East ($S14^{\circ}E$) to a point on the Northwesterly side of Schirra Drive (50' Wide), THENCE Southwesterly along the Northwesterly side of Schirra Drive South Thirty Eight degrees Fifty Four minutes West ($S38^{\circ}54'W$) to the first mentioned point and place of beginning.

DEED OF DEDICATION
20' WIDE DRAINAGE RIGHT-OF-WAY
ON LOTS # 148, #149, #150, #151, #152 & 153

ALL THAT CERTAIN piece of land designated as 20' WIDE DRAINAGE RIGHT-OF-WAY,

SITUATE in the Township of Upper Dublin, County of Montgomery, State of Pennsylvania, being more wholly described according to a plan entitled "Subdivision Plan, Tannerie Run, Section No. 4-B" prepared by C. Raymond Weir Associates Inc., Civil Engineers and Surveyors, dated December 10, 1971 as follows

BEGINNING at a point on the Northeasterly side of Keisel Lane (50'wide) at the Southerly corner of Lot No. 148 on the aforementioned plan. THENCE along the Northeasterly side of Keisel Lane North Fifty One degrees Six minutes West ($N51^{\circ}06'W$) Twenty and No one hundredths feet (20.00') to a point, THENCE leaving the Northeasterly side of Keisel Lane and crossing Lots No. 148, 149, 150, 151 and partially crossing Lot No. 152, North Thirty Eight degrees Fifty Four minutes East ($N38^{\circ}54'E$) Five Hundred Fifty Two and Thirty Eight one hundredths feet (552.38) to a point, THENCE North Fifty One degrees Six minutes West ($N51^{\circ}06'W$) One Hundred Eighty Four and No one hundredths feet (184.00') to a point on the Southeasterly side of Schirra Drive (50'wide), THENCE along the Southeasterly side of Schirra Drive crossing the Northerly corner of Lot No. 152, being also the Westerly corner of Lot No. 153, North Thirty Eight degrees Five Four minutes East ($N38^{\circ}54'E$), Twenty and No one hundredths feet (20.00') to a point, THENCE leaving the Southeasterly side of Schirra Drive South Fifty One degrees Six minutes East ($S51^{\circ}$

Two Hundred Four and No one hundredths feet (204.00') to a point on the Southeasterly line of Lot No. 153, THENCE along the Southeasterly lines of lots No. 153, 152, 151, 150, 149, and 148 South Thirty Eight degrees Fifty Four minutes West ($S38^{\circ}54'W$) Five Hundred Seventy Two and Thirty Eight one hundredths feet (572.38') to the first mentioned point and place of beginning.

DEED OF DEDICATION
25' WIDE DRAINAGE RIGHT-OF-WAY ON LOT #141

ALL THAT CERTAIN piece of land designated as 25' WIDE
DRAINAGE RIGHT-OF-WAY,

SITUATE in the Township of Upper Dublin, County of
Montgomery, State of Pennsylvania, being more wholly described
according to a plan entitled "Subdivision Plan, Tannerie Run,
Section No. 4-A" prepared by C. Raymond Weir Associates, Inc.,
Civil Engineers and Surveyors, dated December 10, 1971 as fol-
lows:

BEGINNING at a point on the southeasterly side of Schirra
Drive (50'wide) at the Westerly corner of Lot No. 141, THENCE along
the southeasterly side of Schirra Drive North Thirty Eight degrees
Fifty Four minutes East (N38°54'E) Thirty One and Thirty Four one
hundredths feet (31.34') to a point, THENCE leaving the southeas-
terly side of Schirra Drive South Fourteen degrees East (S14°E)
Two Hundred Fifty and Seventy Six one hundredths feet (250.76')
to a point on the Southeasterly property line of Lot No. 141,
THENCE along the Southeasterly line of Lot #141 South Thirty Eight
degrees Fifty Four minutes West (S38°54'W) Thirty One and Thirty
Four one hundredths feet (31.34') to a point, said point being the
most Southerly corner of Lot No. 141, THENCE along the Southwes-
terly property line of Lot No. 141 North Fourteen degrees West
(N14°W) Two Hundred Fifty and Seventy Six one hundredths feet
(250.76') to the first mentioned point and place of beginning.

Exhibit "E"

RESOLUTION No. 1146

Marking the 95th Birthday of
EMILY READ CHESTON

WHEREAS, it has come to the attention of the Board of Commissioners of Upper Dublin Township that Emily Read Cheston celebrated her 95th Birthday on June 7, 1982; and

WHEREAS, it is deemed fitting to mark the occasion not only to congratulate her on reaching this milestone but to make public the outstanding contribution she has made to the community; and

WHEREAS, in 1970, Mrs. Cheston and her husband, Edward, made a gift to the Township of 9.131 acres of land on which has been created an environmental studies park for educational services and experiences for over 10,000 visitors a year; and

WHEREAS, Mrs. Cheston encouraged her neighbor, Eleanor Robbins, to donate approximately 4 acres of land contiguous to hers for similar programs; and

WHEREAS, an additional 23.581 acres of land was sold to the Township by Mrs. Cheston at a sacrificial price in order to round out the recreational facility already donated; and

WHEREAS, she has encouraged the youth of our community to learn more of their outdoor environment by personally becoming involved in the teaching experiences at the farm;

NOW, THEREFORE, BE IT RESOLVED, that there be extended to Mrs. Cheston best wishes on her 95th Birthday and deep appreciation for these and other contributions made to the community; and

BE IT FURTHER RESOLVED, that there be extended to Mrs. Cheston best wishes for many more active, enjoyable years on the land she has made available for this and future generations of Upper Dublin residents.

ADOPTED this 8th day of June, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Robert J. Jolly President

Attest Harry Waisak Secretary

RESOLUTION NO. 1147

WHEREAS, Upper Dublin Township, Montgomery County, Pennsylvania, in an attempt to reduce the number of accidents on its municipal streets and roads, and

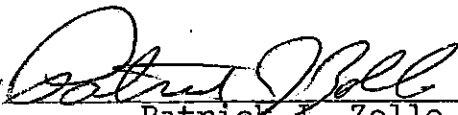
WHEREAS, the Board of Commissioners of Upper Dublin Township recognize the fact that this program will minimize the number of accidents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania understanding that they may be eligible to receive 75% of the cost of upgrading Regulatory and Warning Signs on the streets and roads within its municipal boundaries from the Federal Government, under the Federal-Aid Highway Act of 1976, HEREBY ADVISES ALL PROPER OFFICIALS OF THE INTEREST IN PARTICIPATING IN THE SAID PROGRAM.

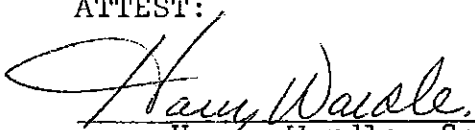
FURTHER, BE IT RESOLVED that Joseph J. Bonargo, Manager is hereby granted authority to execute all necessary agreements in behalf of Upper Dublin Township, Montgomery County, Pennsylvania, to participate in the said program.

RESOLVED, this 13th day of July 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By 
Patrick J. Zollo

ATTEST:


Harry Wardle, Secretary

RESOLUTION NO. 1148

L.T.D. INSURANCE AUTHORIZATION

WHEREAS, the present insurance company insuring the township for long term disability has notified the township that coverage is no longer available; and

WHEREAS, the township has received recommendations from the Employee Benefits Committee as to two proposals for long term disability; and

WHEREAS, the proposal submitted by the Travelers Insurance Company will provide the same coverage as presently exists for the lowest rate.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby authorize the appropriate parties to sign the necessary contracts to provide the long term disability coverage to the township employees, that coverage being essentially the same as provided by the previous insurance carrier, the Provident Indemnity Insurance Company. This coverage is to be in accordance with The Travelers proposal dated September 9, 1982. Said coverage to be retroactive to September 1, 1982.

ADOPTED this 14th day of September 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Patrick J. Golla*
President

ATTEST:

Harry Wardle
Harry Wardle, Secretary

RESOLUTION No. 1150

WHEREAS, Upper Dublin Township is a member of the Montgomery County Consortium of Communities, an organization of twelve (12) communities who have joined together in an organization for the purpose of pursuing common solutions to common problems with an economy of scale; and

WHEREAS, nine (9) of the communities (Abington, Cheltenham, Lower Moreland, Upper Moreland, Plymouth, Springfield, Upper Dublin, Whitpain, and Whitemarsh) agree that a need exists to improve their Risk Management programs in light of their increasing involvement in self insurance programs; and

WHEREAS, the Consortium has obtained a Council of Government grant-in-aid in the amount of \$5,000 to be applied to the total estimated program cost of \$10,000; and

WHEREAS, the balance of the program cost of \$5,000 shall be pro-rated among the participants,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township support and endorse this project and approve the participation of Upper Dublin Township in the program.

ADOPTED this 9th day of November, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

Attest Henry Waddle
Secretary

By Patrick J. Gills
President

Upper
Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA. 19034
Phone: 643-1600



PATRICK J. ZOLLO
President

February 10, 1983

HARRY E. LENZ
Vice President

NORTON A. FREEDMAN

Z. EDWARD HELLER

JUDY HEROLD

HAROLD LENEWEAVER

RICHARD R. RULON

Mr. Lawrence J. Gregan
Springfield Township
1510 Paper Mill Road
Wyndmoor, PA 19118

Dear Larry:

JOSEPH J. BONARGO
Manager

I am enclosing a duly executed copy of Resolution No. 1150 adopted by our Board of Commissioners on 11/9/82 supporting and endorsing the Consortium of Communities Risk Management programs.

RAYMOND JENKINS
Solicitor

Sincerely,

Harry Wardle
Township Secretary

HW/js

Enclosure

cc Joe Bonargo



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA
Township Bldg., 1510 Paper Mill Rd., Wyndmoor, Pa. 19118

COMMISSIONERS

J. William Sietert
President

James L. O'Donnell
Vice President

John C. Sommar

Joseph P. Phelps, Jr.

Roy D. Hanshaw

George D. Parrish

Gerald H. Bell

OFFICERS

J. R. Fulginiti
Secretary-Manager

Thomas M. Garrity
Solicitor

Paul D. Klinger
Treasurer

Boucher and James, Inc.
Engineer

October 8, 1982

Mr. Joseph Bonargo, Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Dear Joe:

Attached please find a sample resolution to be used for endorsing and authorizing participation of your Township in the Consortium's Risk Management Project. A resolution of this type is required under the Consortium By-Laws for participation in joint Consortium projects.

Please send me a copy of the approved resolution when it is approved. Thank you.

Very truly yours,

Lawrence J. Gregan
Assistant to the Manager

LJG:hlp

Enclosure



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA
Township Bldg., 1510 Paper Mill Rd., Wyndmoor, Pa. 19118

COMMISSIONERS

J. William Siefert
President

James L. O'Donnell
Vice President

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Joseph P. Phelps, Jr.

Roy D. Hanshaw

George D. Parrish

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OFFICERS

J. R. Fulginiti
Secretary-Manager

Thomas M. Garrity
Solicitor

Paul D. Klinger
Treasurer

Boucher and James, Inc.
Engineer

October 8, 1982

Mr. Joseph Bonargo, Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Dear Joe:

Attached please find a sample resolution to be used for endorsing and authorizing participation of your Township in the Consortium's Risk Management Project. A resolution of this type is required under the Consortium By-Laws for participation in joint Consortium projects.

Please send me a copy of the approved resolution when it is approved. Thank you.

Very truly yours,

Lawrence J. Grogan
Assistant to the Manager

LJG:hlp

Enclosure

Upper Dublin Township
Resolution No. 1152

BE IT RESOLVED, that the Commissioners of Upper Dublin Township, County of Montgomery, Commonwealth of Pennsylvania hereby authorize the use of approximately \$240,000 of their liquid funds monies for the preparation and resurfacing of various roads throughout the township.

Resolved this 14th day of December, 1988
Robert Zell

Attest:

Harry Wardle
Township Secretary

RESOLUTION No. 1153

BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby grants authorization to the members of the Fort Washington Fire Company to engage in fund raising activities, such as fairs, carnivals, bingo, banquets, donkey baseball and other similar fund raising activities the fire company officers deem necessary for the efficient operation of the company.

Authorization is also granted for the fire company, ambulance corps, rescue squad and fire police to participate in mutual aid, firemen's training schools, conventions, meetings and civic functions of the type customarily attended by and participated in by Volunteer Fire Company Members.

ADOPTED this 14th day of December, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zell President

Attest Harry Waidle Secretary

RESOLUTION No. 1154

BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby grants authorization to the Fire Chief or other Officer of the Fort Washington Fire Company in charge at the scene of an emergency to deputize a by-stander, requested by said officer to lend his assistance in the emergency, as a member of this fire company.

By this act of deputizing a by-stander it is understood that he shall become eligible for all the benefits available to other members of this fire company should he suffer an injury or illness as a result of his voluntary service.

In order to be eligible for such benefits he must have been specifically requested or authorized to participate by the Fire Chief or other Officer in charge at the scene of the emergency.

ADOPTED this 14th day of December, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Edward J. Hill* President

Attest *Harry Waidle* Secretary

RESOLUTION No. 1157

RESOLUTION RESPECTING THE REQUEST BY THE COMMISSIONERS OF UPPER DUBLIN TOWNSHIP FOR PERMISSION OF THE SCHOOL DISTRICT TO DISPOSE OF NORTH HILLS COMMUNITY CENTER PROPERTY.

WHEREAS, on October 20, 1980, the School District of Upper Dublin transferred title to the school property in North Hills, formerly known as the North Hills Elementary School and recently being known as the North Hills Community Center; and

WHEREAS, it has now become apparent to the Commissioners that the use of the premises no longer justifies the enormous expense required to maintain the buildings erected thereon; and

WHEREAS, it is the desire, therefore, of the Commissioners to dispose of the premises but are aware of the restriction placed in the deed requiring the property to convert to the School District should it no longer be used for municipal purposes;

NOW, THEREFORE, BE IT RESOLVED that the request be made of the School Directors to take whatever steps are necessary to lift the restriction in the aforesaid deed of conveyance to hereafter permit the sale of the property and the proceeds used by the Township to continue the funding of the Upper Dublin public library and senior citizens' functions in the community.

ADOPTED this 14 day of December, A.D. 1982.

Attest

Harry Waudle
Secretary

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zolla
President

RESOLUTION No. 1158

WHEREAS, the Police Department, through their representatives and the Upper Dublin Board of Commissioners, through their representatives, entered into negotiations for a labor-management contract for the calendar years 1983-1985 in accordance with Act 111; and

WHEREAS, one of the issues raised was the pension plan; and

WHEREAS, both sides have approved the terms of a new contract developed by the negotiating teams; and

WHEREAS, this reduced contribution to the pension plan has been actuarially evaluated and is on file in the offices of the Township;

THEREFORE, BE IT RESOLVED, that during the calendar years 1983-1985 no deductions will be made from police officers salaries for the purpose of funding the police pension fund.

RESOLVED, this 11th day of January, A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zolto
Patrick J. Zolto, President

Attest

Harry Wardle
Harry Wardle, Secretary

RESOLUTION NO. 1159

WHEREAS, Upper Dublin Township has a defined benefit pension plan with Travelers Insurance Company for the Police Department.

NOW, THEREFORE, BE IT RESOLVED that the appropriate parties be authorized to execute an amendment to the pension plan by the addition of the following:

"In addition to other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, the accrued benefit, including the right to any optional benefit provided in the Plan (and all other defined benefit plans required to be aggregated with this Plan under the provisions of Section 415 of the Internal Revenue Code of 1954), shall not increase to an amount in excess of the amount permitted under Section 415 of the Internal Revenue Code of 1954 as amended by the Tax Equity and Fiscal Responsibility Act of 1982."

ADOPTED this 22nd day of December 1982.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

By Patrick J. Zell
Patrick J. Zell, President

ATTEST Harry Wardle
Harry Wardle, Secretary

RESOLUTION No. 1160

A RESOLUTION APPROPRIATING FROM EXCESS REVENUES AND MAKING CHANGES IN CERTAIN APPROPRIATIONS HERETOFORE MADE BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER DUBLIN UNDER ORDINANCE No. 614 DATED DECEMBER 29, 1981.

WHEREAS, pursuant to Acts of Assembly in such cases made and provided, the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, by ordinance adopted and enacted the 29th day of December, 1981, appropriated out of the estimated revenue and income available for the year 1982 certain sums estimated by them to be required for the several specific purposes of Township Government; and

WHEREAS, because of the difficulty in accurately determining the exact amount required for certain of the specific purposes of Township Government, which are or may be largely affected by unforeseen contingencies; and

WHEREAS, the expenses incurred in some accounts are less than the funds appropriated and the revenues in some line items are in excess of anticipation for 1982;

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township does hereby RESOLVE:

1. THAT the sum of \$1,000,000 be included as a receipt to the Township in the following account:

General Fund - Tax Anticipation Note	\$1,000,000
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2. THAT the sum of \$55,000 be transferred from the following account:

General Fund - Electrical Department	\$55,000
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3. THAT the sum of \$185,000 be transferred to the following account:

#8 Sewer Fund	\$185,000
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4. THAT the sum of \$870,000 be transferred to the following accounts:

General Fund - General Government	\$70,000
Insurance & Miscellaneous	95,000
Debt Service	105,000
Highways	600,000
	<u>\$870,000</u>

ADOPTED this 22nd day of December, A.D. 1982.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patricia J. Zolla
President

Attest Harry W. Walsh
Secretary

RESOLUTION NO. 1161

A RESOLUTION AUTHORIZING BORROWING IN ANTICIPATION OF CURRENT TAXES AND REVENUES AND THE ISSUANCE OF A TAX ANTICIPATION NOTE; ESTABLISHING THE FORM OF SUCH NOTE; APPROVING AND ACCEPTING A PROPOSAL OF DOLPHIN & BRADBURY TO PURCHASE THE NOTE AND AUTHORIZING THE NEGOTIATED SALE THEREOF TO SAID PURCHASER; PROVIDING SECURITY FOR SUCH NOTE; AUTHORIZING AND DIRECTING CERTAIN OFFICIALS TO DELIVER A CERTIFICATE AS TO TAXES AND REVENUES TO BE COLLECTED, TO CAUSE TO BE MADE THE FILING REQUIRED BY LAW, TO EXECUTE AND DELIVER THE NOTE, AND TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE.

WHEREAS, it has been determined that the Township of Upper Dublin will be required to incur temporary indebtedness for the purpose of providing funds during the fiscal year 1982 for current operating expenses and debt service in the aggregate amount of One Million Dollars (\$1,000,000.00) in anticipation of the receipt to taxes with the projected budget requirements set forth in the cash forecast presented to this meeting; and

WHEREAS, a proposal has been submitted by DOLPHIN & BRADBURY (the "Purchaser") to purchase Tax and Revenue Anticipation Notes aggregating said One Million Dollars (\$1,000,000.00), bearing interest at the rate of six and one-quarter percent (6.25%) per annum and maturing on December 30, 1983; and

WHEREAS, the aggregate principal amount of such Notes will not exceed eighty five percent (85%) of the taxes levied for the current fiscal year and the current revenues for such year, not yet received, estimated to be received during the period when the Notes will be outstanding.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Upper Dublin (the "Issuer") as follows:

1. This Board hereby approves the incurring by the Township of temporary indebtedness, pursuant to the Local Government Unit Debt Act approved April 28, 1978 (Act No. 52), as amended (the "Act"), for the aforesaid purpose in an aggregate amount not exceeding One Million Dollars (\$1,000,000.00), in accordance with the proposal of the Purchaser, dated December 20, 1982, presented to this meeting. Said proposal, a copy of which shall be filed with the minutes of this meeting, is hereby approved and accepted.

2. Said temporary indebtedness shall be represented by fully registered Tax and Revenue Anticipation Notes of the Issuer (the "Notes") and such Notes shall be sold at private sale to the Purchaser for a sum equal to the principal amount thereof. The Notes, as to both principal and interest, shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the office of DOLPHIN & BRADBURY, Philadelphia. The Notes shall mature (subject to prepayment without penalty) on December 30, 1983. The Notes are hereby authorized and shall bear interest at the rate of six and one-quarter percent

(6.25%) per annum from the date thereof to maturity or earlier prepayment calculated in relation to a year of 365 days.

3. All Notes issued under this Resolution shall be equally and ratably secured by, and there is hereby irrevocably pledged to the purchasers thereof, their successors and assigns, for the prompt payment of the principal of such Notes and the interest thereon, all of the income, revenues and receipts of the Issuer to be received during the period when the Notes will be outstanding, including, but not limited to, all taxes and all state subsidies, and reimbursements payable to the Issuer during such period. There is hereby granted to such purchaser, its successors and assigns, a security interest in and a lien and charge on such income, revenue and receipts, perfected and enforceable in accordance with the terms of the Notes. The Resolution and the Act shall constitute a security agreement between the Issuer and the Purchaser or such other holder from time to time of the Notes.

4. The Issuer hereby covenants with the purchaser of the Notes, its successors and assigns, that no part of the proceeds of the Notes shall at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Notes to be arbitrage bonds as defined in subsection (c) (2) as then in effect, of Section 103 of the Internal Revenue Code of 1954 of the United States of America, and regulations promulgated thereunder, and to be subject to treatment under subsection (c)(1) of said Section as an obligation the interest on which is not excludable from gross income under subsection (a)(1) of said Section.

5. The Issuer hereby warrants to the purchase of the Notes, its successors and assigns, that it has not encumbered or pledged its income, revenues or receipts for the fiscal year to be pledged as provided in Section 3 hereof, except for the payment of debt service on its outstanding bonds and except for outstanding current operating expenses incurred for the said fiscal year for the payment of which the Notes are to be issued and sold, and further covenants that it will not, so long as the principal of or interest on any of the Notes shall remain unpaid, incur any further obligation against such income, revenues or receipts ranking prior to or on a parity with the Notes without the consent of the holders of the Notes.

6. All Notes issued hereunder shall be in substantially the same form as attached hereto.

7. The President or Vice President of this Board and the Secretary thereof are hereby authorized and directed to endorse thereon the acceptance of the Issuer of the Note Purchase Proposal of the Purchaser; to execute a certificate as to taxes and revenues, in the form presented to this meeting and hereby approved, and to file the same together with a certified copy of this Resolution and a true copy of the proposal of the Purchaser accepted by this Resolution with the Department of Community Affairs of the Commonwealth of Pennsylvania, all as required by the Act; and to execute and file appropriate additional certificates as required by the Act.

8. The proper officers of Issuer are hereby authorized and directed to execute and deliver to the Purchaser financial statements under the Uniform Commercial Code relating to the Notes.

9. The President or Vice President of this Board of the Issuer is hereby authorized and directed to execute the Notes on behalf of the Issuer and the Secretary is hereby authorized and directed to affix thereto and attest the seal of the Issuer and then deliver them on its behalf.

10. The proper officers of the Issuer are hereby authorized and directed to execute such further documents and certificates and to take such further action as they may deem necessary or proper to issue the Notes and carry out the intent and purpose of this Resolution.

11. All resolutions and parts of resolutions insofar as they are inconsistent herewith are hereby rescinded.

RESOLVED this 22nd day of December, 1982.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By Patrick J. Jolly
President

Attest Harry Wardle
Secretary

**TOWNSHIP OF UPPER DUBLIN
COMMONWEALTH OF PENNSYLVANIA
TAX AND REVENUE ANTICIPATION NOTE**

Township of Upper Dublin (the "Issuer"), Commonwealth of Pennsylvania, for value received hereby acknowledges itself to be indebted and promises to pay to Continental DOLPHIN & BRADBURY, or registered assigns, upon surrender hereof, the sum of One Million Dollars (\$1,000,000.00), on the 30th day of December, 1983 and to pay interest on said sum from the date hereof until maturity or earlier prepayments at the rate of six and one-quarter percent (6.25%) per annum . Both the principal of and interest on this Note shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the office of DOLPHIN & BRADBURY, Philadelphia. This Note shall be subject to prepayment, in whole or in part, at the option of the Issuer at any time. Partial payment shall be made by payment of the principal amount to be prepaid together with interest on the prepaid amount to the prepayment date and such partial prepayment shall be noted hereon. Prepayment in whole shall be made by payment of the principal amount hereof at the time outstanding, together with interest to the prepayment date, against surrender hereof.

This Note is one of a series of Tax and Revenue Anticipation Notes authorized to be issued in the aggregate principal amount of One Million Dollars (\$1,000,000.00) (the "Notes") pursuant to a resolution adopted by the governing body of the Issuer (the "Resolution") authorizing the issuance of Tax and Revenue Anticipation Notes in the aggregate principal amount of One Million Dollars (\$1,000,000.00) during the fiscal year 1983 and maturing December 30, 1983.

This Note is issued under and in accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act No. 52, approved April 28, 1978 (the "Act"), for the purpose of providing funds for current expenses and debt service payable in the current fiscal year in anticipation of the receipt of taxes, state subsidies and reimbursements and other current revenues of the Issuer. In order to secure this Note and the prompt payment of the principal of and interest hereon when due equally and ratably with all other Notes issued under the Resolution, there is hereby pledged to the registered owner of this Note, and there is hereby granted to such owner a security interest in and lien and charges on, all such taxes, subsidies, reimbursements and other revenues of the Issuer received during the period when the Notes will be outstanding, perfected and enforceable in the manner provided by the Act. Payment of this Note in full shall be made against surrender hereof at maturity. The Issuer and the Paying Agent may treat the registered owner of this Note as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary.

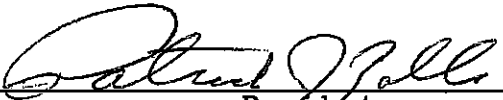
The amount of this Note, together with all other Notes, if any, issued by the Issuer under the Resolution, does not exceed eighty five percent (85%) of the sum of the taxes levied for the current fiscal year and the current revenues for such year, not yet received and remaining to be collected or received during the period when the Notes will be outstanding.

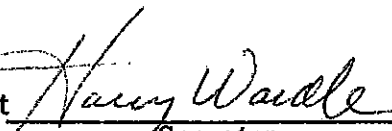
The Issuer represents that the obligations represented by the Notes are or will be short term obligations which will not be outstanding for a period in excess of thirteen (13) months, the aggregate amount of which is not, and will not be, greater than the maximum anticipated "Cumulative cash flow deficit" (as defined in Section 1.1-3-14(c)(2) of the Regulations hereinafter mentioned) of the Issuer for the period of receipt of the income pledged hereunder and during which such obligations will be outstanding, and the proceeds of which, if and to the extent invested, will be considered to be invested for temporary periods, all within the meaning of Section 103(c)(4) of the Internal Revenue Code and Section 1.1-3-14(c)(2) of the Regulations presently proposed thereunder and consequently are not arbitrage bonds for Federal income tax purposes. The Issuer certifies that it is not expected that the proceeds of such obligations will be used in a manner that would cause such obligations to be arbitrage bonds and further covenants that it will make no use of such proceeds which, if such use had been reasonably expected on the date of issue of such obligations would have caused such obligations to be arbitrage bonds and that it will comply with Section 103(c) of the Internal Revenue Code and Section 1.103-13 and 1.103-14 of the Regulations presently proposed thereunder, or with applicable proposed temporary or permanent regulations of similar import, throughout the term of such obligations.

All acts, conditions and things required to be done or performed precedent to and in the issuance of this obligation or in the creation of the debt of which this obligation is evidence have been done and performed as required by law. This obligation, together with all other indebtedness of the Issuer, is not in excess of any constitutional or statutory limitations.

IN WITNESS WHEREOF, the Board has caused this Note to be signed in its name and on its behalf by the President and its corporate seal to be hereto affixed attested by its Secretary this 22nd day of December, 1982.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By 
President

Attest 
Secretary

RESOLUTION No. 1162
Marking the 92nd Birthday of
ARTHUR M. DANNENBERG

WHEREAS, it has come to the attention of the Board of Commissioners of Upper Dublin Township that ARTHUR M. DANNENBERG celebrated his 92nd Birthday on January 7, 1983; and

WHEREAS, it is deemed fitting to use this occasion not only to congratulate him on reaching this milestone but to also take note of his contribution made to the community;

NOW, THEREFORE, BE IT RESOLVED, that there be extended to Dr. Dannenberg best wishes on his 92nd Birthday and to express appreciation for the contribution he and his wife made of their home on Fitzwatertown Road on June 22, 1967; to note that as the result of his contribution the preservation of open space in the Community was further enhanced and for the first time an arboretum and walking trails were added to the park and recreation facilities offered to the residents; that in 1977 this good neighbor donated \$5,000 to be used in the installation of specimen trees on the 9.6 acre tract for nature study; and

BE IT FURTHER RESOLVED, that there be extended to Dr. Dannenberg best wishes for many years of enjoyment of his life estate in the property which, by his foresight into the future, has made life more beneficial for the citizens of this township.

ADOPTED this 11th day of January, A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zello President

Attest Harry Waidle Secretary



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
FLASHING WARNING DEVICES
RESOLUTION NO. 1163

DATE 3 February 1983

WHEREAS, the Commissioners of Upper Dublin Township
(CITY, TOWNSHIP, BOROUGH)

Montgomery County, desires to erect, operate and maintain flashing warning devices on

LOCH ALSH AVENUE

(HIGHWAY, STREET, OR INTERSECTION - SHOW L.R. OR T.R. IF KNOWN)

for UPPER DUBLIN HIGH SCHOOL, and
(NAME OF SCHOOL OR NAME AND NUMBER OF FIRE HOUSE WHEN APPLICABLE)

WHEREAS, Sections 1105 and 1110 of the Vehicle Code requires the approval of the Secretary of Transportation before any traffic control device may be legally erected.

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

BE IT FURTHER RESOLVED, that, in the event a permit for these devices is approved after proper investigation by the Secretary of Transportation or his agent, the Commissioners of Upper Dublin Twp. will be bound
(CITY, TOWNSHIP, BOROUGH)

by the following provisions:
The installation shall be made in accordance with the requirements of the Regulations for Traffic Signs, Signals and Markings of the Department of Transportation or latest approved Department of Transportation standards, and

Should future highway or traffic conditions, or legal requirements, necessitate alteration of the construction or operation, or hours of operation, or removal of the flashing warning devices at the above mentioned location, they shall be altered or removed when and as directed by the Secretary of Transportation.

I, Harry Wardle, Secretary of the Township of Upper Dublin

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

February 8, 1983

DATE

(SEAL)

Signed

Harry Wardle
(SECRETARY)

RESOLUTION
NO. 1164

A RESOLUTION ACCEPTING BY DEED OF DEDICATION A PORTION OF THE BED OF PINETOWN ROAD, CROSBY DRIVE, HOPE CIRCLE AND CINNAMON DRIVE AND STORM DRAINAGE EASEMENT IN LOT NO. 40 ON PLAN OF PROPERTY MADE FOR BRYNER ESTATES IN THE PINETOWN CROSSING DEVELOPMENT, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, a portion of the bed of Pinetown Road, Crosby Drive, Hope Circle and Cinnamon Drive and storm drainage easement in Lot No. 40 on plan of property made for Bryner Estates in the Pinetown Crossing Development, are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets, together with the storm drainage easement; and

WHEREAS, in the judgment of the Commissioners, said roads or streets and storm drainage easement are necessary for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED, by virtue of the authority provided by the laws of the Commonwealth of Pennsylvania in such cases made and provided as follows:

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways and easement. That the description of the tract is as follows:

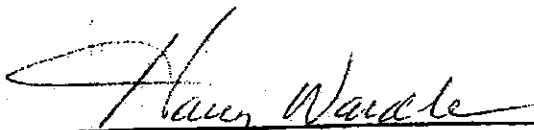
ALL THOSE CERTAIN tracts of land comprising a portion of the bed of Pinetown Road, Crosby Drive, Hope Circle and Cinnamon Drive designated on a certain Plan of Subdivision entitled "Bryner Estates", prepared by F.X. Ball Associates, Inc. on December 16, 1975, last revised October 13, 1978, and recorded in the Office of the Recorder of Deeds of Montgomery County, in Plan Book A-28, page 89, more particularly described in Exhibit "A", which is attached hereto and made a part hereof; and

ALL THOSE CERTAIN easements reserved and designated on a certain Plan of Subdivision entitled "Bryner Estates", prepared by F.X. Ball Associates, Inc. on December 16, 1975, last revised October 13, 1978, and recorded in the Office of the Recorder of Deeds of Montgomery County, in Plan Book A-28, page 89, more particularly described in Exhibit "B", which is attached hereto and made a part hereof.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *8th* day of *February*, 1983 .

Attest:


Secretary

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

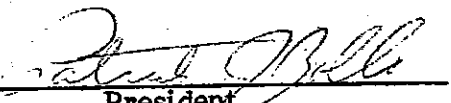
By: 
President

EXHIBIT "A"

THE PORTION OF THE BED OF PINETOWN ROAD BEGINNING at a spike on the title line in the bed thereof, a corner of this and land now or late of Delaware Valley Prop. Inc., as shown on said Plan; thence extending from said point of beginning North 38 degrees 52 minutes 01 seconds East along said line through the bed of Pinetown Road 1,056.75 feet to a point a corner or the Required Right of Way Line of Susquehanna Road (L.R. 46101) as condemned by the Commonwealth of Pennsylvania; thence extending South 50 degrees 36 minutes 25 seconds East along said condemned right of way line 29.32 feet to a point on the Southeasterly side of Pinetown Road; thence extending South 39 degrees 12 minutes 25 seconds West along same 306.49 feet and South 38 degrees 35 minutes 04 seconds West 750.32 feet to a point a corner in line of land of Delaware Valley Prop. Inc., aforesaid; thence extending North 50 degrees 34 minutes 49 seconds West along line of said land through the bed of Pinetown Road 31.20 feet to a spike on the title line in the bed thereof, the first mentioned point and place of beginning.

THE BED OF CROSBY DRIVE BEGINNING at a point of curve on the Southeasterly side of Pinetown Road, which point is measured the 2 following courses and distances along said side thereof from its point of intersection with the Required Right of Way Line of Susquehanna Road (L.R. 46101), as condemned by the Commonwealth of Pennsylvania: (1) South 39 degrees 12 minutes 25 seconds West 306.49 feet; and (2) South 38 degrees 35 minutes 04 seconds West 187.12 feet to the point of beginning; thence extending from said point of beginning along the Northerly side of Crosby Drive, the next 10 courses and distances: (1) leaving Pinetown Road on the arc of a curve, curving to the left, having a radius of 25.00 feet, the arc distance of 39.15 feet to a point of tangent; (2) South 51 degrees 07 minutes 59 seconds East 6.17 feet; (3) on the arc of a curve, curving to the right, having a radius of 325.00 feet, the arc distance of 87.01 feet to a point of tangent; (4) South 35 degrees 47 minutes 33 seconds East 291.60 feet to a point of curve; (5) on the arc of a curve, curving to the left, having a radius of 575.00 feet, the arc distance of 307.79 feet to a point of compound curve; (6) on the arc of a curve, curving to the left, having a radius of 150.00 feet, the arc distance of 226.38 feet to a point of tangent; (7) North 27 degrees 03 minutes 58 seconds East 270.24 feet to a point of curve; (8) on the arc of a curve, curving to the right, having a radius of 325.00 feet, the arc distance of 53.84 feet to a point of tangent; (9) North 39 degrees 29 minutes 27 seconds East 42.34 feet to a point of curve; and (10) on the arc of a curve, curving to the left, having a radius of 25.00 feet the arc distance of 39.27 feet to a point of tangent on the Southwesterly side of Susquehanna Road (L.R. 46101); thence extending South 50 degrees 30 minutes 33 seconds East along the said side of Susquehanna Road 100.00 feet to a point of curve on the Southerly side of Crosby Drive; thence extending along the Southerly side of Crosby Drive, the next 10 following courses and distances; (1) leaving Susquehanna Road on the arc of a curve, curving to the left, having a radius of 25.00 feet, the arc distance of 39.27 feet to a point of tangent; (2) South 39 degrees 29 minutes 27 seconds West 42.34 feet to a point; (3) on the arc of a curve, curving to the left, having a radius of 275.00 feet, the arc distance of 59.64 feet to a point of tangent; (4) South 27 degrees 03 minutes 58 seconds West 270.24 feet to a point of curve; (5) on the arc of a curve, curving to the right, having a radius of 200.00 feet, the arc distance of 295.85 feet to a point of compound curve; (6) on the arc of a curve, curving to the right, having a radius of 625.00 feet, the arc distance of 334.54 feet to a point of tangent; (7) North 35 degrees 47 minutes 33 seconds West 291.60 feet to a point of curve; (8) on the arc of a curve curving to the left, having a radius of 275.00 feet, the arc distance of 73.63 feet to a point of tangent; (9) North 51 degrees 07 minutes 59 seconds West 5.68 feet to a point of curve; (10) on the arc of a curve, curving to the left, having a radius of 25.00 feet, the arc distance of 39.39 feet to a point of tangent on the Southeasterly side of Pinetown Road, aforesaid; thence extending along said side of Pinetown Road North 38 degrees 35 minutes 04 seconds East 100.00 feet to the first mentioned

HOPE CIRCLE BEGINNING at a point of curve on the Northeasterly side of Crosby Drive, which point is measured the 4 following courses and distances from a point of curve on the Southeasterly side of Pinetown Road: (1) leaving Pinetown Road on the arc of a curve, curving to the left, having a radius of 25.00 feet the arc distance of 39.15 feet to a point of tangent on Crosby Drive, (2) South 51 degrees 07 minutes 59 seconds East 6.17 feet to a point of curve; (3) on the arc of a curve, curving to the right, having a radius of 325.00 feet, the arc distance of 87.01 feet to a point of tangent and (4) South 35 degrees 47 minutes 33 seconds East 136.60 feet to the point of beginning; thence extending from said point of beginning along the Westerly side of Hope Circle, the next 3 courses and distances: (1) leaving Crosby Drive on the arc of a curve, curving to the left, having a radius of 25.00 feet the arc distance of 39.27 feet to a point of tangent; (2) North 54 degrees 12 minutes 27 seconds East 127.56 feet to a point of curve; (3) on the arc of a curve, curving to the left, having a radius of 175.00 feet, the arc distance of 30.45 feet to a point of tangent, and (4) North 44 degrees 14 minutes 17 seconds East 179.33 feet to a point of curve, the cul-de-sac at the terminus of Hope Circle; thence extending along said cul-de-sac on the arc of a curve, curving to the right, having a radius of 50.00 feet the arc distance of 209.44 feet to a point of reverse curve on the Easterly side of Hope Circle; thence extending along the said side of Hope Circle, the next 5 courses and distances: (1) on the arc of a curve, curving to the left, having a radius of 50.00 feet, the arc distance of 52.36 feet to a point of tangent; (2) South 44 degrees 14 minutes 17 seconds West 92.73 feet to a point of curve; (3) on the arc of a curve, curving to the right, having a radius of 225.00 feet the arc distance of 39.15 feet to a point of tangent; (4) South 54 degrees 12 minutes 27 seconds West 127.56 feet to a point of curve; and (5) on the arc of a curve, curving to the left, having a radius of 25.00 feet, the arc distance of 39.27 feet to a point of tangent on the Northeasterly side of Crosby Drive, aforesaid; thence extending North 35 degrees 47 minutes 33 seconds West along said side of Crosby Drive 100.00 feet to the first mentioned point and place of beginning.

CINNAMON DRIVE BEGINNING at a point of curve on the Southwesterly side of Susquehanna Road (L.R. 46101), which point is at the distance of 233.52 feet measured North 50 degrees 30 minutes 51 seconds West along said side of Susquehanna Road from an iron pin a corner of land now or late of Wayne R. and Sally A. Wood, as shown on said Plan; thence extending from said point of beginning along the Easterly side, the cul-de-sac at the terminus and the Westerly sides of Cinnamon Drive, the next 25 courses and distances: (1) leaving Susquehanna Road on the arc of a curve, curving to the left, having a radius of 25.00 feet, the arc distance of 39.27 feet to a point of tangent; (2) South 39 degrees 29 minutes 00 seconds West 104.22 feet to a point of curve, (3) on the arc of a curve, curving to the left, having a radius of 175.00 feet, the arc distance of 53.45 feet to a point of tangent; (4) South 21 degrees 59 minutes 04 seconds West 201.50 feet to a point of curve; (5) on the arc of a curve, curving to the right, having a radius of 225.00 feet, the arc distance of 65.86 feet to a point of tangent; (6) South 38 degrees 45 minutes 16 seconds West 156.22 feet to a point of curve; (7) on the arc of a curve, curving to the right, having a radius of 225.00 feet, the arc distance of 87.30 feet to a point of tangent, (8) South 60 degrees 59 minutes 15 seconds West 91.59 feet to a point of curve; (9) on the arc of a curve, curving to the left having a radius of 225.00 feet, the arc distance of 142.57 feet to a point of compound curve; (10) on the arc of a curve, curving to the left, having a radius of 50.00 feet, the arc distance of 21.39 feet to a point of reverse curve; (11) on the arc of a curve, curving to the right, having a radius of 50.00 feet, the arc distance of 88.38 feet to a point of tangent; (12) South 22 degrees 19 minutes 02 seconds West 21.94 feet to a point a corner in line of land now or late of Delaware Valley Prop., Inc., as shown on said Plan; (13) North 50 degrees 34 minutes 49 seconds West along line of land of Delaware Valley Prop. Inc., 52.32 feet to a point, a corner; (14) North 22 degrees 19 minutes 02 seconds East 6.56 feet to a point of

curve; (15) on the arc of a curve, curving to the right, having a radius of 50.00 feet, the arc distance of 88.56 feet to a point of reverse curve; (16) on the arc of a curve, curving to the left, having a radius of 50.00 feet, the arc distance of 35.05 feet to a point of reverse curve; (17) on the arc of a curve, curving to the right, having a radius of 275.00 feet, the arc distance of 179.27 feet to a point of tangent; (18) North 60 degrees 59 minutes 15 seconds East 91.58 feet to a point of curve; (19) on the arc of a curve, curving to the left, having a radius of 175.00 feet, the arc distance of 67.91 feet to a point of tangent; (20) North 38 degrees 45 minutes 16 seconds East 156.22 feet to a point of curve; (21) on the arc of a curve, curving to the left, having a radius of 175.00 feet, the arc distance of 51.22 feet to a point of tangent; (22) North 21 degrees 59 minutes 04 seconds East 201.50 feet to a point of curve; (23) on the arc of a curve, curving to the right, having a radius of 225.00 feet, the arc distance of 68.72 feet to a point of tangent; (24) North 39 degrees 29 minutes 00 seconds East 104.22 feet to a point of curve; and (25) on the arc of a curve, curving to the left, having a radius of 25.00 feet, the arc distance of 39.27 feet to a point of tangent on the Southwesterly side of Susquehanna Road aforesaid; thence extending along said side thereof the 2 following courses and distances: (1) South 50 degrees 31 minutes 00 seconds East 64.01 feet, and (2) South 50 degrees 31 minutes 00 seconds East 35.99 feet to the first mentioned point and place of beginning.

EXHIBIT "B"

A Certain Storm Drainage Easement in Lot No. 40, as shown on said Plan; BEGINNING at a iron pin set at a point of curve on the Southwesterly side of Susquehanna Road (40.00 feet Southwesterly of the center line thereof), which point is 327.78 feet measured South 43 degrees 21 minutes 48 seconds East along said side of Susquehanna Road from an iron pin set for the intersection of the Southwesterly side of Susquehanna Road with the Southeasterly side of Pinetown Road, as shown on said Plan.

CONTAINING in frontage or breadth along the Southwesterly side of Susquehanna Road on the arc of a curve curving to the left, having a radius of 1950.08 feet, the arc distance of 124.32 feet and extending of that width, the depth of 15.00 feet.

A Certain Sanitary Sewer Easement of a width of 20.00 feet, the center line of which is measured North 35 degrees 08 minutes 57 seconds West from a point on the Northwesterly side of Hope Circle and is the common property line of Lots 38 and 39, as shown on said Plan for a length of 190.03 feet and extending beyond that point into Lots 33 and 34 on the said course an additional 15.00 feet, for a total length of 205.03 feet.

A Certain Sanitary Sewer Easement, Storm Drainage Easement and Access Easement to Open Space which begins at a point on the Southeasterly side of Crosby Drive (50.00 feet wide), a corner of Lot No. 23, as shown on said Plan; thence extending South 23 degrees 54 minutes 55 seconds East 205.00 feet; thence extending North 53 degrees 12 minutes 17 seconds East 17.94 feet; thence extending South 23 degrees 54 minutes 55 seconds East 38.14 feet; thence extending South 44 degrees 47 minutes 50 seconds East 165.76 feet; thence extending South 29 degrees 00 minutes 45 seconds East 290.16 feet more or less to a point on the Northwesterly side of Cinnamon Drive; thence extending along Cinnamon Drive South 60 degrees 59 minutes 15 seconds West 19.30 feet to a point of curve and on the arc of a curve, curving to the left, having a radius of 275.00 feet, the arc distance of 0.70 feet; thence extending North 29 degrees 00 minutes 45 seconds West 293.21 feet, more or less; thence extending North 44 degrees 47 minutes 50 seconds West 134.38 feet; thence extending South 66 degrees 05 minutes 05 seconds West 65.32 feet; thence extending South 26 degrees 30 minutes 17 seconds West 85.97 feet; thence extending South 39 degrees 29 minutes 43 seconds West 85.00 feet; thence extending South 50 degrees 30 minutes 17 seconds West 40.00 feet; thence extending North 39 degrees 29 minutes 43 seconds West 122.00 feet; thence extending North 26 degrees 30 minutes 17 seconds East 97.00 feet; thence extending North 09 degrees 29 minutes 43 seconds West 34.00 feet; thence extending South 80 degrees 30 minutes 17 seconds West 192.30 feet; thence extending North 59 degrees 50 minutes 26 seconds West 301.94 feet; thence extending North 45 degrees 42 minutes 44 seconds West 230.71 feet; thence extending North 29 degrees 47 minutes 19 seconds West 150.86 feet; thence extending North 64 degrees 55 minutes 33 seconds West 193.39 feet to a point on the Southeasterly side of Pinetown Road; thence extending North 38 degrees 35 minutes 04 seconds East along said side of Pinetown Road 20.57 feet; thence extending South 64 degrees 55 minutes 33 seconds East 194.06 feet; thence extending South 34 degrees 17 minutes 15 seconds East 154.34 feet; thence extending South 45 degrees 42 minutes 44 seconds East 226.23 feet; thence extending South 59 degrees 50 minutes 26 seconds East 292.25 feet; thence extending North 80 degrees 30 minutes 17 seconds East 249.94 feet; thence extending North 23 degrees 54 minutes 55 seconds West 205.00 feet to a point on the Southwesterly side of Crosby Drive aforesaid; thence extending along said side of Crosby Drive in a Northeasterly direction on the arc of a curve, curving to the left, having a radius of 200.00 feet, the arc distance of 20.01 feet to the point of beginning.

A Certain Storm Drainage Easement of a width of 20.00 feet, the center line of which is measured North 62 degrees 34 minutes 13 seconds West from a point on the Northwesterly side of Cinnamon Drive and is the common property line of Lots 8 and 9, as shown on said Plan for a length of 211.65 feet and extending beyond that point of a width of 30.00 feet (widening of equal distances to each side of the said 20.00 feet wide Easement), the Southwesterly line thereof extending North 62 degrees 34 minutes 13 seconds West the length of 130.00 feet.

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Commissioners of the Township of Upper Dublin on *February 8*, 1983, at which time there was a majority of the Commissioners in attendance, and that the adoption of the resolution and recording of the vote thereon is duly entered upon the Minutes of said Board of Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania.

Harry Waack (SEAL)
Secretary

RESOLUTION
NO. 1165

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF KEISEL LANE, TREETOP LANE, ONE-HALF OF THE BED OF DILLON ROAD AND EASEMENTS OF VARIABLE WIDTHS FOR SANITARY AND STORM SEWERS ACROSS LOTS #1 TO #5, INCLUSIVE, EASEMENT OF VARIABLE WIDTHS FOR STORM SEWER THROUGH PART OF LOT #7, AND TWENTY FEET WIDE EASEMENT ON PLAN OF PROPERTY MADE FOR KEISEL WOODS, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Keisel Lane, Treetop Lane, One-half of the Bed of Dillon Road and Easements of Variable Widths for Sanitary and Storm Sewers Across Lots #1 to #5, Inclusive, Easement of Variable Widths for Storm Sewer Through Part of Lot #7, and Twenty Feet Wide Easement on Plan of Property made for Keisel Woods, are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets, together with the sanitary and storm sewer easements; and

WHEREAS, in the judgment of the Commissioners, said roads or streets and sanitary and storm sewer easements are necessary for the convenience of the public.

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways and easements. That the description of the tract is as follows:

ALL THAT CERTAIN tract or parcel of ground known as the beds of Keisel Lane, Treetop Lane, One-half of the Bed of Dillon Road and Easements of Variable Widths for Sanitary and Storm Sewers Across Lots #1 to #5, Inclusive, Easement of Variable Widths for Storm Sewer Through Part of Lot #7, and Twenty Feet Wide Easement on Plan of Property made for Keisel Woods, Situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 8th day of February, 1983.

Attest:

Hann Waddle
Secretary

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: *Robert J. Kelly*
President

CHARLES E. SHOEMAKER, INC.*ENGINEERS AND SURVEYORS*

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

KEISEL LANE
 KEISEL WOODS
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made January 29, 1979 and last revised November 7, 1980 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania.

BEGINNING at a point of tangency of a radius corner on the southwesterly side of Keisel Lane (50.00' wide), said point of tangency being at the (tangent) distance of fifteen and fourteen one-hundredths feet (15.14') measured North fifty-one degrees sixteen minutes thirty-two seconds West ($N 51^{\circ} 16' 32'' W$) from a point formed by the intersection of the said southwesterly side of Keisel Lane (produced) and the northwesterly side of Dillon Road (50.00' wide) (as widened 8.50' on the northwesterly side from the former width of 41.50') (produced); THENCE, extending from the place of beginning along the said southwesterly side of Keisel Lane North fifty-one degrees sixteen minutes thirty-two seconds West ($N 51^{\circ} 16' 32'' W$) four-hundred seven and twenty one-hundredths feet (407.20') to a point of curvature; THENCE, extending northwestwardly along the southwesterly side of Keisel Lane on the arc of a circle curving to the right with a radius of two-hundred seventy-five and no one-hundredths feet (275.00') the arc distance of one-hundred twenty-nine and fifty-nine one-hundredths feet (129.59') to a point of tangency, THENCE, still along the southwesterly side of Keisel Lane and along the northeasterly end of Treetop Lane (50.00' wide) North twenty-four degrees sixteen minutes thirty seconds West ($N 24^{\circ} 16' 30'' W$) one-hundred eighty-three and seventy-three one-hundredths feet (183.73') to a point of curvature; THENCE, extending northwestwardly along the southwesterly side of Keisel Lane on the arc of a circle curving to the left with a radius of two-hundred twenty-five and no one-hundredths feet (225.00') the arc distance of one-hundred four and ninety-eight one-hundredths feet (104.98') to a point of tangency; THENCE, along the said southwesterly side of Keisel Lane North fifty-one degrees zero minutes thirty seconds West ($N 51^{\circ} 00' 30'' W$) five and fifteen one-hundredths feet (5.15') to a point the northwesterly front corner of Lot #7; THENCE, crossing the bed of Keisel Lane North thirty-nine degrees nine minutes fifty-eight seconds East ($N 39^{\circ} 09' 58'' E$) fifty and no one-hundredths feet (50.00') to a point on the northeasterly side of Keisel Lane, said point being also the southwesterly front corner of Lot #8; THENCE, along the said northeasterly side of

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SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

Sheet #2

KEISEL LANE
 KEISEL WOODS
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Keisel Lane South fifty-one degrees zero minutes thirty seconds East ($S 51^{\circ} 00' 30'' E$) five and no one-hundredths feet (5.00') to a point of curvature, THENCE, extending southeastwardly along the northeasterly side of Keisel Lane on the arc of a circle curving to the right with a radius of two-hundred seventy-five and no one-hundredths feet (275.00') the arc distance of one-hundred twenty-eight and thirty-one one-hundredths feet (128.31') to a point of tangency; THENCE, along the said northeasterly side of Keisel Lane South twenty-four degrees sixteen minutes thirty seconds East ($S 24^{\circ} 16' 30'' E$) one-hundred eighty-three and seventy-three one-hundredths feet (183.73') to a point of curvature; THENCE, extending southeastwardly along the northeasterly side of Keisel Lane on the arc of a circle curving to the left with a radius of two-hundred twenty-five and no one-hundredths feet (225.00') the arc distance of one-hundred six and three one-hundredths feet (106.03') to a point of tangency; THENCE, along the said northeasterly side of Keisel Lane South fifty-one degrees sixteen minutes thirty-two seconds East ($S 51^{\circ} 16' 32'' E$) four-hundred twenty-two and seventy-nine one-hundredths feet (422.79') to a point; THENCE, along the southeasterly end of Keisel Lane and being also the northwesterly side of Dillon Road (produced) South thirty-nine degrees fifteen minutes zero seconds West ($S 39^{\circ} 15' 00'' W$) sixty-five and fourteen one-hundredths feet (65.14') to a point of curvature of a radius corner, THENCE, extending northeastwardly, northwardly and northwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and seventy one-hundredths feet (23.70') to a point of tangency on the southwesterly side of Keisel Lane the first mentioned point and place of beginning.

BEING Keisel Lane on Subdivision Plan of Keisel Woods made for Vincent Pileggi.

#21017

UP. DUB.-502

July 19, 1982

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

TREETOP LANE
KIESEL WOODS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made January 29, 1979 and last revised November 7, 1980 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania.

BEGINNING at a point of compound curvature of a radius corner on the southeasterly side of Treetop Lane (50.00' wide) said point of compound curvature being at the tangent distance of fifteen and no one-hundredths feet (15.00') measured South sixty-five degrees forty-three minutes thirty seconds West ($S 65^{\circ} 43' 30'' W$) from a point formed by the intersection of the said southeasterly side of Treetop Lane (produced) and the southwesterly side of Keisel Lane (50.00') (produced), THENCE, extending from the place of beginning southwestwardly along the southeasterly side of Treetop Lane on the arc of a circle curving to the left with a radius of one-hundred twenty-five and no one-hundredths feet (125.00') the arc distance of fifty-seven and ninety-four one-hundredths feet (57.94') to a point of tangency, THENCE, still along the said southeasterly side of Treetop Lane South thirty-nine degrees nine minutes fifty-eight minutes West ($S 39^{\circ} 09' 58'' W$) two-hundred fifty-eight and forty-four one-hundredths feet (258.44') to a point the southwesterly front corner of lot #5, THENCE, along the southwesterly end of Treetop Lane and being also along the northeasterly line of land now or formerly of William E. and Elizabeth Pilgermayer North fifty degrees forty-five minutes zero seconds West ($N 50^{\circ} 45' 00'' W$) fifty and no one-hundredths feet (50.00') to a point on the northwesterly side of Treetop Lane and said point being also the southeasterly front corner of lot #6, THENCE, along the said northwesterly side of Treetop Lane North thirty-nine degrees nine minutes fifty-eight seconds East ($N 39^{\circ} 09' 58'' E$) two-hundred fifty-eight and thirty-seven one-hundredths feet (258.37') to a point of curvature, THENCE,

CHARLES E. SHOEMAKER, INC.*ENGINEERS AND SURVEYORS*

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

TREETOP LANE
KIESEL WOODS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

extending northeastwardly along the northwesterly side of Treetop Lane on the arc of a circle curving to the right with a radius of one-hundred seventy-five and no one-hundredths feet (175.00') the arc distance of eighty-one and twelve one-hundredths feet (81.12') to a point of reverse curvature of a radius corner; THENCE, extending northeastwardly, northwardly and northwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the southwesterly side of Kiesel Lane; THENCE, along the northeasterly end of Treetop Lane and being also the southwesterly side of Kiesel Lane (produced) South twenty-four degrees sixteen minutes thirty seconds East (S 24° 16' 30" E) eighty and no one-hundredths feet (80.00') to a point of curvature of a radius corner, THENCE, extending northwestwardly, westwardly and southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the southeasterly side of Treetop Lane the first mentioned point and place of beginning.

BEING Treetop Lane on Subdivision Plan of Keisel Woods
made for Vincent Pileggi.

#21017
UP. DUB.-502
July 19, 1982

CHARLES E. SHOEMAKER, INC.*ENGINEERS AND SURVEYORS*

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS.

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

ONE HALF OF THE BED OF DILLON ROAD
KEISEL WOODS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a plan thereof made January 29, 1979 and last revised November 7, 1980 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania.

BEGINNING at a point of curvature of a radius corner on the northwesterly side of Dillon Road (50.00' wide) (as widened 8.50' on the northwesterly side from the former width of 41.50'); THENCE, extending along the northwesterly side of Dillon Road (produced) and being also along the southeasterly end of Keisel Lane (50.00' wide) North thirty-nine degrees fifteen minutes zero seconds East (N 39° 15' 00" E) sixty-five and fourteen one-hundredths feet (65.14') to a point on the northeasterly side of Keisel Lane; THENCE, crossing part of the bed of Dillon Road South fifty-one degrees sixteen minutes thirty-two seconds East (S 51° 16' 32" E) twenty-five and no one-hundredths feet (25.00') to a point on the centerline of Dillon Road; THENCE, along the said centerline of Dillon Road South thirty-nine degrees fifteen minutes zero seconds West (S 39° 15' 00" W) two-hundred thirty-four and nine one-hundredths feet (234.09') to a point; THENCE, recrossing part of the bed of Dillon Road North fifty degrees forty-five minutes zero seconds West (N 50° 45' 00" W) twenty-five and no one-hundredths feet (25.00') to a point on the northwesterly side of Dillon Road; THENCE, along the said northwesterly side of Dillon Road North thirty-nine degrees fifteen minutes zero seconds East (N 39° 15' 00" E) one-hundred sixty-eight and seventy-two one-hundredths feet (168.72') to the first mentioned point and place of beginning.

BEING one-half of the bed of Dillon Road on Subdivision Plan of Keisel Woods Made for Vincent Pileggi.

#21017

UP. DUB. -502

July 19, 1982

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
 SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
 1007 EDGE HILL ROAD
 ABINGTON, PENNSYLVANIA 19001

**EASEMENTS OF VARIABLE WIDTHS FOR
 SANITARY AND STORM SEWERS ACROSS
 LOTS #1 TO #5 INCLUSIVE
 KEISEL WOODS
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made January 29, 1979 and last revised November 7, 1980 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania.

BEGINNING at a point on the northwesterly side of Dillon Road (50.00' wide) (as widened 8.50' on the northwesterly side from the former sidth of 41.50'), said point being at the distance of one-hundred fifty-three and eighty-six one-hundredths feet (153.86') measured South thirty-nine degrees fifteen minutes zero seconds West (S 39° 15' 00" W) from the point formed by the intersection of the said northwesterly side of Dillon Road (produced) and the southwesterly side of Keisel Road (50.00' wide) (produced), THENCE, extending from the place of beginning and along the said northwesterly side of Dillon Road and being also the southeasterly end of a thirty and no one-hundredths feet (30.00') wide storm sewer easement South thirty-nine degrees fifteen minutes zero seconds West (S 39° 15' 00" W) thirty and no one-hundredths feet (30.00') to a point; THENCE, along the rear line of lots #1, #2, #3 and along the northeasterly line of lot #5 and being also along the northeasterly line of land now or formerly of John L. and Walda J. Shepherd North fifty degrees forty-five minutes and zero seconds West (N 50° 45' 00" W) four-hundred thirty-three and fifty one-hundredths feet (433.50') to an angle point; THENCE partly along the southeasterly line of lot #5 North thirty-eight degrees forty-three minutes twenty-eight seconds East (N 38° 43' 28" E) twenty-five and forty-one one-hundredths feet (25.41') to an angle point; THENCE, through lot #5 and being also the southwesterly side of a thirty and no one-hundredths feet (30.00') wide storm and sanitary sewer easement North fifty degrees fifty minutes and two seconds West (N 50° 50' 02" W) one-hundred seventy-four and twenty-two one-hundredths feet (174.22') to a point on the southeasterly side

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS,

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

Sheet #2

**EASEMENTS OF VARIABLE WIDTHS FOR
SANITARY AND STORM SEWERS ACROSS
LOTS #1 TO #5 INCLUSIVE
KEISEL WOODS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

of Treetop Lane (50.00' wide), THENCE, along the said southeasterly side of Treetop Lane and being also the northwesterly end of said thirty and no one-hundredths feet (30.00') wide storm and sanitary sewer easement North thirty-nine degrees nine minutes fifty-eight seconds East (N 39° 09' 58" E) thirty and no one-hundredths feet (30.00') to a point; THENCE, partly through lot #4 and being also the northeasterly side of said thirty and no one-hundredths feet (30.00') wide storm and sanitary sewer easement South fifty degrees fifty minutes two seconds East (S 50° 50' 02" E) one-hundred fifty-eight and ninety-nine one-hundredths feet (158.99') to an angle point; THENCE, still through lot #4 and being also the northwesterly side of a twenty-seven and eighty-three one-hundredths feet (27.83') wide storm and sanitary sewer easement North thirty-eight degrees forty-three minutes twenty-eight seconds East (N 38° 43' 28" E) one-hundred twenty-five and seventy-six one-hundredths feet (125.76') to a point on the southwest-erly side of Keisel Lane (50.00' wide); THENCE, extending southeast-wardly along the southwesterly side of Keisel Lane and along the north-easterly end of a twenty-seven and eighty-three one-hundredths feet (27.83') wide storm and sanitary sewer easement on the arc of a circle curving to the left with a radius of two-hundred seventy-five and no one-hundredths feet (275.00') the arc distance of twenty-seven and eighty-seven one-hundredths feet (27.87') to a point of tangency; THENCE, partly through lot #3 and being also the southeasterly side of a twenty-seven and eighty-three one-hundredths feet (27.83') wide storm and sanitary sewer easement South thirty-eight degrees forty-three minutes twenty-eight seconds West (S 38° 43' 28" W) one-hundred thirty-eight and no one-hundredths feet (138.00') to an angle point; THENCE, partly crossing lot #3 and being the northeasterly side of a storm sewer

CHARLES E. SHOEMAKER, INC.*ENGINEERS AND SURVEYORS*

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

Sheet #3

EASEMENTS OF VARIABLE WIDTHS FOR
SANITARY AND STORM SEWERS ACROSS
LOTS #1 TO #5 INCLUSIVE
KEISEL WOODS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

easement, variable widths at this point South thirty-three degrees eight minutes twelve seconds East (S 33° 08' 12" E) thirty-nine and sixty-four one-hundredths feet (39.64') to on angle point; THENCE, still crossing lot #3 and crossing lots #2 and #1 and being also the said northeasterly side of a thirty and no one-hundredths feet (30.00') wide storm sewer easement South fifty degrees, forty-five minutes zero seconds East (S 50° 45' 00" E) three-hundred eighty-three and sixteen one-hundredths feet (383.16') to a point on the northwesterly side of Dillon Road the first mentioned point and place of beginning.

BEING Easements for storm and sanitary sewers on Subdivision Plan of Keisel Woods made for Vincent Pileggi.

#21017

UP.DUB.-502

July 19, 1982

CHARLES E. SHOEMAKER, INC.*ENGINEERS AND SURVEYORS*SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001EASEMENT OF VARIABLE WIDTHS FOR STORM SEWER
THROUGH PART OF LOT #7
KEISEL WOODS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made January 29, 1979 and last revised November 7, 1980 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania.

BEGINNING at a point of reverse curvature of a radius corner on the northwesterly side of Treetop Lane (50.00' wide), said point being at the tangent distance of fifteen and no one-hundredths feet (15.00') measured South sixty-five degrees forty-three minutes thirty seconds West ($S 65^{\circ} 43' 30'' W$) from a point formed by the intersection of the said northwesterly side of Treetop Lane (produced) and the southwesterly side of Keisel Lane (50.00' wide) (produced); THENCE, extending from the place of beginning southwestwardly along the said northwesterly side of Treetop Lane on the arc of a circle curving to the left with a radius of one-hundred seventy-five and no one-hundredths feet (175.00') the arc distance of eighty-one and twelve one-hundredths feet (81.12') to a point of tangency; THENCE, through lot #7 and being also the northwesterly side of a storm sewer easement North thirty-nine degrees nine minutes fifty-eight seconds East ($N 39^{\circ} 09' 58'' E$) one-hundred four and twenty-five one-hundredths feet (104.25') to a point on the southwesterly side of Keisel Lane; THENCE, along the said southwesterly side of Keisel Lane South twenty-four degrees sixteen minutes thirty seconds East ($S 24^{\circ} 16' 30'' E$) thirteen and fourteen one-hundredths feet (13.14') to a point of curvature of a radius corner; THENCE, extending southeastwardly, southwardly and southwestwardly on the arc of a circle curving to the right with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of reverse curvature on the northwesterly side of Treetop Lane the first mentioned point and place of beginning.

BEING Easement for storm sewer on Subdivision Plan of Keisel Woods made for Vincent Pileggi.

#21017

UP. DUB. -502

July 19, 1982

CHARLES E. SHOEMAKER, INC.*ENGINEERS AND SURVEYORS*

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

TWENTY FEET WIDE EASEMENT FOR STORM SEWER
THROUGH PART OF LOT #10
KEISEL WOODS
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made January 29, 1979 and last revised November 7, 1980 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania.

BEGINNING at a point on the northeasterly side of Keisel Lane (50.00' wide), said point being also the southeasterly front corner of lot #10, said point being at the distance of four-hundred forty-one and thirty-nine one-hundredths feet (441.39') measured North fifty-one degrees sixteen minutes thirty-two seconds West ($N 51^{\circ} 16' 32'' W$) from the point formed by the intersection of the said northeasterly side of Keisel Lane and the centerline of Dillon Road (50.00' wide) (as widened 8.50' on the northwesterly side from the former width of 41.50'); THENCE, extending from the place of beginning and along the said northeasterly side of Keisel Road and partly along the southwesterly end of a twenty and no-one-hundredths feet (20.00') wide storm sewer easement North fifty-one degrees sixteen minutes thirty-two seconds, West ($N 51^{\circ} 16' 32'' W$) six and forty one-hundredths feet (6.40') to a point of curvature; THENCE, extending northwestwardly along the said northeasterly side of Keisel Lane and being also along the said southwesterly end of a storm sewer easement on the arc of a circle curving to the right with a radius of two-hundred twenty-five and no one-hundredths feet (225.00') the arc distance of thirteen and sixty one-hundredths feet (13.60') to a point; THENCE, partly through lot #10 North thirty-nine degrees thirteen minutes thirty-six seconds East ($N 39^{\circ} 13' 36'' E$) one-hundred thirty-nine and seventy-six one-hundredths feet (139.76') to a point; THENCE, along the northeasterly end of said storm sewer easement South fifty degrees forty-six minutes twenty-four seconds East ($S 50^{\circ} 46' 24'' E$) twenty and no one-hundredths feet (20.00')

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS.

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

**TWENTY FEET WIDE EASEMENT FOR STORM SEWER
THROUGH PART OF LOT #10**

KEISEL WOODS

UPPER DUBLIN TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

to a point on the southeasterly line of lot #10 and being also the northwesterly line of land now or formerly of Dale W. and Miriam E. Moyer; THENCE, along the said southeasterly line of lot #10 and along the said northwesterly line of land now or formerly of Dale W. and Miriam E. Moyer and being also the northwesterly line of land now or formerly of John and Dorothy Prock South thirty-nine degrees thirteen minutes thirty-six seconds East (S 59° 13' 36" E) one-hundred forty and no one-hundredths feet (140.00') to a point on the northeasterly side of Keisel Lane the first mentioned point and place of beginning.

BEING twenty feet wide Easement for storm sewer on Subdivision Plan of Keisel Woods made for Vincent Pileggi.

#21017

UP. DUB.-502

July 19, 1982

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Commissioners of the Township of Upper Dublin on *February 8*, 1983, at which time there was a majority of the Commissioners in attendance, and that the adoption of the Resolution and recording of the vote thereon is duly entered upon the Minutes of said Board of Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania.

Harry Weidle (SEAL)
Secretary

RESOLUTION 1166

OF THE TOWNSHIP/~~BOROUGH~~ OF UPPER DUBLIN

MONTGOMERY COUNTY, PENNSYLVANIA

on the 8 February 1983

PLANNING REQUIREMENTS OF ACT 97 - PENNSYLVANIA SOLID WASTE MANAGEMENT ACT

WHEREAS, the General Assembly of Pennsylvania has passed the Pennsylvania Solid Waste Management Act, Act No. 97 of 1980, and it was signed into law by the Governor of the Commonwealth; and

WHEREAS, Act 97 requires that each municipality in the Commonwealth shall submit to the Department of Environmental Resources an officially adopted plan for a solid waste management system serving areas within its jurisdiction when they have a population density greater than three hundred (300) persons per square mile, or when a solid waste problem exists in any municipality of the Commonwealth; and

WHEREAS, Act 97 requires that each municipality in the Commonwealth shall be responsible for the collection, transportation, processing and disposal of municipal waste which is generated or present within its boundaries; and

WHEREAS, Act 97 requires that each municipality shall be responsible for implementing its approved plan as it relates to the storage collection, transportation, processing and disposal of its municipal wastes; and

WHEREAS, the municipalities of Montgomery County do not have legal access to a solid waste disposal site which has adequate capacity for the next ten (10) years for the disposal of their municipal waste at a facility which has a permit under Act 97, and therefore, the Department of Environmental Resources has indentified that a waste problem or potential waste problem exists; and

WHEREAS, section 201(b) of Act 97 authorizes any municipality to agree to allow the County, wherein such municipality is located, to formulate a comprehensive plan for management of solid waste including said municipality;

WHEREAS, Montgomery County has an overall population density of greater than 300 persons per square mile and will therefore have prepared a multi-municipal waste management plan which will fulfill the planning requirements

of Act 97 for municipal waste disposal for the participating municipalities of Montgomery County; and

WHEREAS, Montgomery County has received a grant from the Department of Environmental Resources for fifty percent (50%) of the cost to formulate a plan under the Act 97 requirements; and

WHEREAS, Montgomery County will be responsible for the local share of the costs to formulate the plan,

NOW THEREFORE BE IT RESOLVED THAT the ~~Council/Supervisor/Commissioners~~ of the Township/~~Borough~~ of Upper Dublin hereby agree that the planning requirements of Act 97 should be accomplished at the County level on behalf of the municipalities and that the ~~Council/Supervisors/Commissioners~~ of the Township/~~Borough~~ of Upper Dublin will cooperate in the preparation of such a plan.

BE IT FURTHER RESOLVED THAT the plan prepared for Township/~~Borough~~ of Upper Dublin as part of the Montgomery County plan will be submitted to the Township/~~Borough~~ of Upper Dublin for review by said Township/Borough.

ATTEST:

BOARD OF TOWNSHIP COMMISSIONERS/
~~BOARD OF TOWNSHIP SUPERVISORS/~~
~~BOROUGH COUNCIL~~

Harry Waidle
Secretary

Patricia J. Galt

2/9/83
Date

President
Title

RESOLUTION
NO. 1168

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF THE NORTHWESTERLY HALF OF CAMP HILL ROAD, CINNAMON DRIVE, HIDEAWAY CIRCLE AND SANITARY SEWER EASEMENT THROUGH LOT 7, AND SANITARY SEWER EASEMENT THROUGH LOTS 1, 2, 3 AND 4, ON PLAN OF PROPERTY MADE FOR CAMP HILL ESTATES, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of the Northwesterly half of Camp Hill Road, Cinnamon Drive, Hideaway Circle and Sanitary Sewer Easement through Lot 7, and Sanitary Sewer Easement through Lots 1, 2, 3 and 4, on Plan of Property made for Camp Hill Estates, are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets, together with the sanitary sewer easements; and

WHEREAS, in the judgment of the Commissioners, said roads or streets and sanitary sewer easements are necessary for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED, by virtue of the authority provided by the laws of the Commonwealth of Pennsylvania in such cases made and provided as follows:

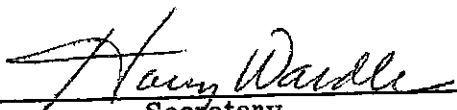
SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways and easements. That the description of the tract is as follows:

ALL THAT CERTAIN tract or parcel of ground known as the beds of the Northwesterly half of Camp Hill Road, Cinnamon Drive, Hideaway Circle and Sanitary Sewer Easement through Lot 7, and Sanitary Sewer Easement through Lots 1, 2, 3 and 4, on Plan of Property made for Camp Hill Estates, Situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

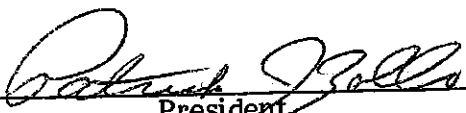
SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this *8th* day of *March*, 1983.

Attest:


Secretary

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: 
President

C. RAYMOND WEIR ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS AND SITE PLANNERS

WILLIAM T. WEIR, P.E., P.L.S.
CHARLES R. WEIR, JR., P.E., P.L.S.

233 RACE STREET
P. O. BOX 371
AMBLER, PA 19002-0371
646-8070

C. RAYMOND WEIR
1895-1979

ASSOCIATES
JOHN R. FLUCK
CONRAD L. MOORE, P.L.S.

1. NORTHWESTERLY HALF OF CAMP HILL ROAD

ALL THAT CERTAIN STRIP OR PARCEL of land situate in Upper Dublin Township, Montgomery County, PA, as shown on the 'Camp Hill Estates' Subdivision Plan Prepared for S.T.M., Inc., dated 6/4/79 and last revised 8/13/79, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the center line of Camp Hill Road, 33 feet wide, a corner of this and land of Thomas H. Johnson; thence along the same and crossing the bed of Camp Hill Road North 46 degrees 46 minutes 40 seconds West 30.03 feet to a point on the northwesterly right of way line of Camp Hill Road, herein being widened; thence along the same and along Lots 1, 2, 3, the southeasterly terminus of Cinnamon Drive and Lot 20 North 45 degrees 46 minutes 55 seconds West 614.16 feet to a point in line of land of Nick Spagnolo, et ux; thence along the same, recrossing a portion of the bed of Camp Hill Road South 44 degrees 25 minutes 10 seconds East 30.00 feet to a point on the aforementioned center line; thence along the same South 45 degrees 46 minutes 55 seconds West 612.93 feet to the point and place of beginning.

Being the northwesterly half of Camp Hill Road together with the additional widening as proposed herein, curbs, sidewalks, paving and utilities constructed therein.

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2. CINNAMON DRIVE

ALL THAT CERTAIN STRIP OR PARCEL of land situate in Upper Dublin Township, Montgomery County, PA, as shown on the 'Camp Hill Estates' Subdivision Plan Prepared for S.T.M., Inc., dated 6/4/79 and last revised 8/13/79, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT of curvature on the northwesterly right of way line of Camp Hill Road, as widened to 46.5 feet wide, that is to say 16.5 feet to the southeast and 30 feet to the northwest of the center line of the original 33 foot road, which said point of beginning also being in line of Lot 3 of the subdivision herein known as 'Camp Hill Estates'; thence partly along Lot 3 by a curved line bearing to the left in a northeast to northwest direction with a Radius of 15 feet, the Arc distance of 23.56 feet, to a point of tangency on the southwesterly right of way line of Cinnamon Drive, 50 feet wide; thence along the same and still partly along Lot 3 North 44 degrees 13 minutes 05 seconds West 105.00 feet to a point of curvature; thence still partly along Lot 3 and partly along Lot 4 by a curved line bearing to the left in a northwest to southwest direction with a Radius of 300 feet, the Arc distance of 254.82 feet, to a point of tangency on a southeasterly right of way line of Cinnamon Drive; thence along the same, partly along Lot 4, along Lot 5 and partly along Lot 6, South 87 degrees 06 minutes 55 seconds West 266.81 feet to a point of curvature; thence still partly along Lot 6 by a curved line bearing to the left in a southwest to southwesterly direction with a Radius of 60 feet, the Arc distance of 45.97 feet, to a point of tangency; thence still partly along Lot 6 South 43 degrees 13 minutes 20 seconds West 65.74 feet to a point in line of land of the Upper Dublin Township known as Mundock Park; thence along the same North 46 degrees 46 minutes 40 seconds West 247.37 feet to a concrete monument a corner in line of land of Delaware Valley Industrial Property; thence along the same and along the northeasterly terminus of Cinnamon Drive North 44 degrees 24 minutes 30 seconds East 50.00 feet to a point a corner of this and Lot 7; thence partly along Lot 7 South 46 degrees 46 minutes 40 seconds East 10.85 feet to a point of curvature; thence still partly along Lot 7 and partly along Lot 8 by a curved line bearing to the left in a southeast to northeast direction with a Radius of 300 feet, the Arc distance of 241.41 feet, to a point of tangency; thence still partly along Lot 8, partly along Lot 9, passing the southeasterly terminus of Hideaway Circle and partly along Lot 17 North 87 degrees 06 minutes 55 seconds East 266.81 feet to a point of curvature; thence still

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February 1, 1983
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partly along Lot 17, along Lots 18, 19 and partly along Lot 20 by a curved line bearing to the right in a northeast to southeast direction with a Radius of 350 feet, the Arc distance of 297.29 feet, to a point of tangency on the northeasterly right of way line of Cinnamon Drive; thence along the same and partly along Lot 20 South 44 degrees 13 minutes 05 seconds East 105.00 feet to a point of curvature; thence still partly along Lot 20 by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet, to a point of tangency on the northwesterly right of way line of Camp Hill Road, as herein widened; thence along the same South 45 degrees 46 minutes 55 seconds West 80.00 feet to the point and place of beginning.

Being the entire bed of Cinnamon Drive together with all utilities, curbs, paving and sidewalks constructed therein.

3. HIDEAWAY CIRCLE

ALL THAT CERTAIN STRIP OR PARCEL of land situate in Upper Dublin Township, Montgomery County, PA as shown on the 'Camp Hill Estates' Subdivision Plan Prepared for S.T.M., Inc., dated 6/4/79 and last revised 8/13/79, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT of curvature on the northwesterly right of way line of Cinnamon Drive in line of Lot 17; thence from the point of beginning along the northwesterly right of way line of Cinnamon Drive and passing the southeasterly terminus of Hideaway Circle, herein being described, South 87 degrees 06 minutes 55 seconds West 80.00 feet to a point of curvature in line of Lot 9; thence partly along Lot 9 by a curved line bearing to the left in a northeast to northwest direction with a Radius of 15 feet, the Arc distance of 23.56 feet, to a point of tangency on the southwesterly right of way line of Hideaway Circle, 50 feet wide; thence along the same North 2 degrees 53 minutes 05 seconds West 60.00 feet to a point of curvature; thence still partly along Lot 9 and along Lot 10 by a curved line bearing to the right in a northwest to northeast direction with a Radius of 250 feet, the Arc distance of 206.44 feet, to a point of tangency, a corner of Lots 10 and 11 on the northwesterly right of way line of Hideaway Circle; thence along the same and along Lot 11 and partly along Lot 12 North 44 degrees 25 minutes 40 seconds East 180.00 feet to a point of curvature at the beginning of the turning circle at the northeasterly terminus of Hideaway Circle; still partly along Lot 12 by a curved

C. RAYMOND WEIR ASSOCIATES, INC.

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line bearing to the left in a northeast to northerly direction with a Radius of 30 feet, the Arc distance of 35.59 feet, to a point of reverse curve; thence still partly along Lot 12, along Lots 13 and 14 and partly along Lot 15 by a curved line bearing to the right in a northerly to southwesterly direction with a Radius of 50 feet, the Arc distance of 216.40 feet, to a point of tangency on the southeasterly right of way line of Hideaway Circle; thence along the same and partly along Lot 15, along Lot 16 and partly along Lot 17 South 44 degrees 25 minutes 40 seconds West 254.16 feet to a point of curvature; thence still partly along Lot 17 by a curved line bearing to the left in a southwest to southeast direction with a Radius of 200 feet, the Arc distance of 165.15 feet, to a point of tangency; thence still partly along Lot 17 South 2 degrees 53 minutes 05 seconds East 60.00 feet to a point of curvature; thence still along Lot 17 by a curved line bearing to the left in a southeast to northeast direction with a Radius of 15 feet, the Arc distance of 23.56 feet, to a point of tangency, the point and place of beginning.

Being the entire bed of Hideaway Circle together with all utilities, curbs, sidewalks and paving.

4. SANITARY SEWER EASEMENT THROUGH LOT 7

ALL THAT CERTAIN EASEMENT OR STRIP of land situate in Upper Dublin Township, Montgomery County, PA, as shown on the 'Camp Hill Estates' Subdivision Plan Prepared for S.T.M., Inc., dated 6/4/79 and last revised 8/13/79, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT a corner of this and land of Delaware Valley Industrial Properties on the northeasterly right of way line of Cinnamon Drive at its northwesterly terminus, a corner of Lot 7, of which this is a part; thence along land of Delaware Valley Industrial Properties North 44 degrees 24 minutes 30 seconds East 146.99 feet to a concrete monument, a corner of Pinetown Crossing, Gambone Brothers Development Co.; thence along the same North 44 degrees 25 minutes 40 seconds East 11.47 feet to a point a corner of the sanitary sewer easement in Lot 7; thence passing through Lot 7 by a non-radial line South 28 degrees 10 minutes 43 seconds West 161.99 feet to a point on a curve on the northeasterly right of way line of Cinnamon Drive, 50 feet wide; thence along the same, by a curved line bearing to the right in a northwest direction with a Radius of 300 feet, the Arc distance of 34.54 feet, to a point of tangency; thence still along the northeasterly right of

Mr. Sal Paone
February 1, 1983
Page Five

way line of Cinnamon Drive North 46 degrees 46 minutes 40 seconds West 10.85 feet to the point and place of beginning.

Being an easement for the construction, reconstruction and maintenance of sanitary sewers to Upper Dublin Township.

5. SANITARY SEWER EASEMENT THROUGH LOTS 1, 2, 3 AND 4

ALL THAT CERTAIN EASEMENT OR STRIP of land situate in Upper Dublin Township, Montgomery County, PA, as shown on the 'Camp Hill Estates' Subdivision Plan Prepared for S.T.M., Inc., dated 6/4/79 and last revised 8/13/79, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING AT A POINT on the southerly right of way line of Cinnamon Drive, 50 feet wide, in line of Lot 3, which said point of beginning is located by a curved line bearing to the left in a northwesterly direction with a Radius of 300 feet, the Arc distance of 113.90 feet, from a point of curvature, which last said point of curvature is located North 44 degrees 13 minutes 05 seconds West 105.00 feet from a point of tangency, which last said point of tangency is located by a curved line bearing to the left in a northeast to northwest direction with a Radius of 15 feet, the Arc distance of 23.56 feet, from a point of curvature on the northwesterly right of way line of Camp Hill Road, as herein widened to 46.5 feet wide, that is to say 16.5 feet to the southeast and 30 feet to the northwest of the center line of the original 33 foot road; thence from the point of beginning, passing through Lot 3, of which this is a part, South 22 degrees 07 minutes 05 seconds West 107.59 feet to an angle point; thence still passing partly through Lot 3, passing partly through Lot 3, passing through Lots 2 and 1, both of which this is a part, South 45 degrees 46 minutes 55 seconds West 150.28 feet to a point a corner; thence still partly through Lot 1 and partly through Lot 4 North 44 degrees 13 minutes 05 seconds West 20 feet to a point a corner; thence passing through Lot 4, of which this is a part, the two following courses and distances to wit: 1. North 45 degrees 46 minutes 55 seconds East 146.09 feet to an angle point, 2. North 22 degrees 07 minutes 05 seconds East 103.40 feet to a point on the aforementioned southerly right of way line of Cinnamon Drive; thence along the same by a curved line bearing to the right in an easterly direction with a Radius of 300 feet, the Arc distance of 20.00 feet, to the point and place of beginning.

Being an easement for the construction, reconstruction, maintenance of sanitary sewers to serve Lots 1 and 2.

RESOLUTION No. 1169

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP GRANTING SUPPORT OF TOWNSHIP RECREATIONAL ACTIVITIES ORGANIZED TO BENEFIT RETARDED CITIZENS.

WHEREAS, the intention of the Board of Commissioners of Upper Dublin Township is to provide a full array of public services to the citizens of the community to enrich and enhance the quality of life in Upper Dublin; and

WHEREAS, the Board of Commissioners recognizes the special needs of persons such as the mentally retarded and physically handicapped for which all resources are not available within a single community;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners lends its full support to the Department of Parks and Recreation and all community volunteers in their organization of a Bike/Hike scheduled for Sunday, April 17, 1983, benefiting the Montgomery County Association for Retarded Citizens (MARC) in providing county-wide social, personal and leisure services to the disabled.

ADOPTED this 12th day of April, A.D. 1983.

Attest Harry Wardle
Secretary

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By [Signature] VICE President

RESOLUTION No. 1170

RESOLUTION RESPECTING STOP SIGNS AT THE INTERSECTION OF VIRGINIA DRIVE AND CAMP HILL ROAD.

WHEREAS, when it became necessary to extend Virginia Drive through Camp Hill Road to service the Fort Washington Industrial Park project to Dreshertown, it was deemed necessary to prohibit turns at the intersection so as to protect the residents from additional traffic; and

WHEREAS, discussions with the Pennsylvania Department of Transportation and representatives of the Industrial Park have pointed up serious concerns over the placement of stop signs against Virginia Drive traffic; and

WHEREAS, after further study and review it has been determined that by the reversal of the signs accidents will be reduced and the general flow of traffic enhanced while still maintaining a no-turn policy;

NOW, THEREFORE, BE IT RESOLVED, that:

1. Commencing May 1, 1983, Stop Signs at the said intersection shall be reversed so as to stop traffic on Camp Hill Road.
2. In the interim period notice is to be given to local residents, workers in the Industrial Park, and to the public at large through the media, of this proposed change.
3. Administration shall in cooperation with the Police Department see that warning signs are posted at the appropriate places to give drivers on Camp Hill Road sufficient notice of the traffic regulation.

ADOPTED this 12th day of April

A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By

Murray S. [Signature]
Vice

President

Attest

Harry Waddle
Secretary

RESOLUTION 1171
IN SUPPORT OF REDUCING THE RATE OF
THE STERLING TAX AS WELL AS REMOVING TAX CREDIT PROVISIONS

WHEREAS, the City of Philadelphia levies an earned income tax, known as the Sterling Tax, on both residents and non-residents who are employed in the city; and

WHEREAS, municipalities in the Philadelphia area should have the right to collect their own earned income tax on their residents in order to raise revenues; and

WHEREAS, current law relating to credit provisions prevents these municipalities from collecting these significant revenues from their residents through an earned income tax when a majority of their residents work in Philadelphia; and

WHEREAS, Philadelphia area municipalities must rely heavily on the regressive property tax as a major source of revenue, affecting those individuals who are on fixed incomes or senior citizens; and

WHEREAS, many of these municipalities have already reached or are near their statutory taxation limits;

NOW THEREFORE BE IT RESOLVED, that the Township of Upper Dublin urges the Senate and House of Representatives of the Commonwealth of Pennsylvania to consider implementing a reduction in the rate of the earned income tax, known as the Sterling Tax, which is levied by the City of Philadelphia on residents and non-residents employed in the city, from the current 4 5/16% to a rate of 2.9%; and

BE IT FURTHER RESOLVED, that the significant reduction in the rate of tax should be accompanied by legislation which would provide for the removal of the tax credit provisions, and thus make the tax burden on the municipalities outside the City of Philadelphia more equitable; and

BE IT FURTHER RESOLVED, that copies of this resolution be sent to the Governor, as well as the Senators and House members representing the affected municipalities in the Philadelphia area and to the State Association.

RESOLUTION
NO. 1172

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF SOUTHWIND WAY, LANTERN CIRCLE AND MUNDOCK ROAD, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Southwind Way, Lantern Circle and Mundock Road, are situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as roads or streets, together with the sanitary sewer lines constructed thereunder; and

WHEREAS, in the judgment of the Commissioners, said roads or streets and sewer lines are necessary for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED, by virtue of the authority provided by the laws of the Commonwealth of Pennsylvania in such cases made and provided as follows:

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways. That the description of the tract is as follows:

ALL THAT CERTAIN strips or parcels of land, situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plan of Section 2-A and 2-B of 'Susquehanna Woods' prepared for S.W.M. Associates, Inc., dated 4/25/78, by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 10th day of May, 1983.

Attest:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Hans Waidl
Secretary

By: *Robert J. Zell*
President

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Commissioners of the Township of Upper Dublin on _____, 1983, at which time there was a majority of the Commissioners in attendance, and that the adoption of the Resolution and recording of the vote thereon is duly entered upon the Minutes of said Board of Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania.

Hans Waidl (SEAL)
Secretary

RESOLUTION
NO. 1173

A RESOLUTION ACCEPTING BY DEED OF DEDICATION SANITARY SEWER EASEMENT THROUGH LOT NO. 18, 19, 20, 21, AND 22, ON THE SUBDIVISION PLANS OF SECTION 2-A AND 2-B OF SUSQUEHANNA WOODS, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS; sanitary sewer easement through lot no. 18, 19, 20, 21, and 22, on the Subdivision Plans of section 2-A and 2-B of Susquehanna Woods, situate in the Township of Upper Dublin, Montgomery County, Pennsylvania, laid out according to plans approved by the Commissioners of Upper Dublin Land Development and Subdivision Regulations as adopted and approved; and

WHEREAS, the owner of the hereinafter described ground has offered to dedicate by Deed of Dedication said ground to the Township of Upper Dublin, to be used as sanitary sewer easement; and

WHEREAS, in the judgment of the Commissioners, said sanitary sewer easement is necessary for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED, by virtue of the authority provided by the laws of the Commonwealth of Pennsylvania in such cases made and provided as follows:

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be and the same are hereby accepted by the Township of Upper Dublin. That the description of the tract is as follows:

ALL THAT CERTAIN strip or easement of land situate in Upper Dublin Township, Montgomery County, PA, as shown on the Subdivision Plans of Section 2-A and 2-B of 'Susquehanna Woods' prepared for S.W.M. Associates, Inc., dated 4/25/78, by C.

Raymond Weir Associates, Civil Engineers and Surveyors, Ambler, PA, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid sanitary sewer easement, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 10th day of May, 1983.

Attest:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Harry Waddle
Secretary

By: *Robert J. Zolls*
President

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Commissioners of the Township of Upper Dublin on , 1983, at which time there was a majority of the Commissioners in attendance, and that the adoption of the Resolution and recording of the vote thereon is duly entered upon the Minutes of said Board of Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania.

Harry Waddle (SEAL)
Secretary

Form 107

RESOLUTION NO. 1174

CORPORATION ACCOUNT
(SECURITY CASH ACCOUNTS ONLY — FULL AUTHORITY)

Gentlemen:

The undersigned Corporation, by Patrick J. Zollo its President, pursuant to the resolutions, a copy of which, certified by the Secretary, is annexed hereto, hereby authorizes you to open an account in the name of said Corporation; and the undersigned represents that no one other than the undersigned has any interest in such account. The undersigned also encloses herewith your Customer's Agreement duly executed on behalf of the Corporation. This authorization shall continue in force until revoked by the undersigned Corporation by a written notice, addressed to you and delivered at your office at 801 Loch Aish Avenue Fort Washington, Pennsylvania 19034

Dated June 22, 1983

Fort Washington PA
(City) (State)

Very truly yours,

By *Patrick J. Zollo*
President

Acting

I, Norton A. Freedman being the Secretary of the Township of Upper Dublin, hereby certify that the annexed resolutions were duly adopted at a meeting of the Board of Directors of said Corporation, duly held on the 21st day of June, 1983, at which a quorum of said Board of Directors was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his name:

- PLEASE AFFIX SEAL
- Patrick J. Zollo, President
 - Harry E. Lenz, Vice-President
 - Jean E. Nester, Treasurer
 - Norton A. Freedman, Secretary (Acting)

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand this 22nd day of June, 1983.

Norton A. Freedman
asst Secretary

RESOLUTION ADOPTING THE
MONTGOMERY COUNTY SEWAGE FACILITIES PLAN
1978 INFORMATION UPDATE

WHEREAS, the Montgomery County Sewage Facilities Plan, prepared as a cooperative effort between Montgomery County and 60 townships and boroughs, was adopted by the County Commissioners and the townships and boroughs in 1972 as the Act 537 Sewage Facilities Plan; and

WHEREAS, the Montgomery County Sewage Facilities Plan has not been updated since 1972 to reflect the construction of new public sewage facilities, the enactment of new regulations and, the completion of the 208 Regional Water Quality Management Plan; and

WHEREAS, in 1978, the Department of Environmental Resources entered into a contract with the Montgomery County Planning Commission to prepare an update of the Sewage Facilities Plan, and

WHEREAS, the Montgomery County Planning Commission produced and distributed to all townships and boroughs a report entitled "Montgomery County Sewage Facilities Plan Information Update (1978)" which included amendments enacted by the townships and boroughs on an individual project basis over the intervening six years; and

WHEREAS, regulations of the Department of Environmental Resources require that the Information Update Report be adopted by the townships and boroughs as recognition of contract completion;

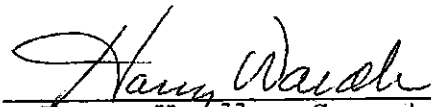
NOW THEREFORE BE IT RESOLVED THAT:

Upper Dublin Township hereby adopts the Montgomery County
Municipality

Sewage Facilities Plan Information Update of 1978 as a related study to our base official Sewage Facilities Plan; and

BE IT FURTHER RESOLVED:

That a copy of this resolution shall be transmitted to the Montgomery County Planning Commission and the Department of Environmental Resources.



Harry Wazdle, Secretary

RESOLUTION No. 1175

RESOLUTION RESPECTING THE COSTS TO BE ASSESSED AGAINST PROPERTY OWNERS FOR CUTTING AND/OR REMOVING GRASS, WEEDS OR NOXIOUS PLANTS.

WHEREAS, on June 14, 1983, the Commissioners adopted Ordinance No. 640, controlling the growth of grass, weeds and noxious plants; and

WHEREAS, Section 1.06 of the Ordinance permits the Township to remove the nuisance if the owner refuses and at a cost based on rates established from time to time by resolution; and

WHEREAS, a study has been conducted to determine what reasonable rates should be;

NOW, THEREFORE, BE IT RESOLVED, that the rate to be charged an owner of property for the removal of grass, weeds or noxious plants in accordance with Title 5, Chapter 8 of the Township Code be:

Woods Mower -	MD80	\$ 1.68	per hr.
	Tractor	3.75	" "
	Operator	11.46	" "
Hustler -	Mower	\$ 3.75	per hr.
	Pickup & Trailer	2.00	" "
	Operator	11.46	" "
Push Mowers * -	Mower	\$.56	per hr.
	Laborer	11.46	" "
Weed Eater * -	Machine	\$ 1.25	per hr.
	Laborer	11.46	" "

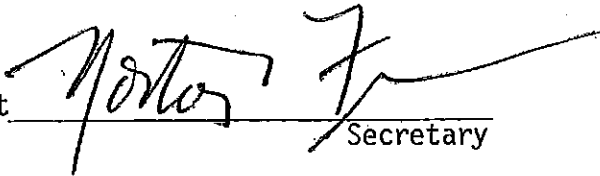
* This is without use of Pickup. Add \$2.00 per hour if Pickup is used.

Parks Master -	Machine Operator	\$ 6.25	per hr.
		11.46	" "
Side Mounted Rotary -	Machine Operator	\$ 3.75	per hr.
		11.46	" "

ADOPTED this 12th day of July A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

Attest


Secretary

By _____
President

RESOLUTION No. 1175

RESOLUTION RESPECTING THE COSTS TO BE ASSESSED AGAINST PROPERTY OWNERS FOR CUTTING AND/OR REMOVING GRASS, WEEDS OR NOXIOUS PLANTS.

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WHEREAS, Section 1.06 of the Ordinance permits the Township to remove the nuisance if the owner refuses and at a cost based on rates established from time to time by resolution; and

WHEREAS, a study has been conducted to determine what reasonable rates should be;

NOW, THEREFORE, BE IT RESOLVED, that the rate to be charged an owner of property for the removal of grass, weeds or noxious plants in accordance with Title 5, Chapter 8 of the Township Code be:

Woods Mower -	MD80	\$ 1.68	per hr.
	Tractor	3.75	" "
	Operator	11.46	" "
Hustler -	Mower	\$ 3.75	per hr.
	Pickup & Trailer	2.00	" "
	Operator	11.46	" "
Push Mowers * -	Mower	\$.56	per hr.
	Laborer	11.46	" "
Weed Eater * -	Machine	\$ 1.25	per hr.
	Laborer	11.46	" "

* This is without use of Pickup. Add \$2.00 per hour if Pickup is used.

Parks Master -	Machine	\$ 6.25	per hr.
	Operator	11.46	" "
Side Mounted Rotary -	Machine	\$ 3.75	per hr.
	Operator	11.46	" "

ADOPTED this day of A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Patrick J. Galle*
President

Attest *[Signature]*
Secretary

RESOLUTION No. 1176

RESOLUTION RESPECTING THE APPOINTMENT OF AN ASSISTANT SECRETARY.

WHEREAS, Article IX, Section 901.1 of the First Class Township Code permits the appointment of an Assistant Secretary to perform the duties and exercise the powers of the Secretary in his absence or disability; and

WHEREAS, experience shows the necessity of having such a position filled; and

WHEREAS, the Code permits the appointment of a Commissioner so long as he or she is not an officer and agrees to act without compensation and be bonded;

NOW, THEREFORE, BE IT RESOLVED that Norton A. Freedman be and he(she) is hereby appointed Assistant Secretary for a term to expire December 31, 1983, with no compensation, and by posting a bond in the amount of \$1000.00.

ADOPTED this 12th day of July A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Patrick J. Kelly* President

Attest *Nancy Ward* Secretary

RESOLUTION NO. 1177

Resolution respecting House Bill No. 796 of the General Assembly of Pennsylvania, providing for the location of community residential facilities.

WHEREAS, it has come to the attention of the Commissioners of Upper Dublin Township that the General Assembly is considering the adoption of a Bill which would require each municipality to include in all residentially zoned districts a provision for the homes to be occupied by the mentally disabled, mentally retarded, mentally ill, physically handicapped, elderly persons or dependent children; and

WHEREAS, it appears from even a cursory reading of the Bill, that the Assembly failed to give the necessary consideration of such a blanket, far-reaching incursion into the prerogatives of local government and the ramifications of such a sweeping zoning regulation; and

WHEREAS, while being sympathetic to the needs and rights of the handicapped, the elderly, and the young, common sense dictates either the rejection or revision of the Bill;

NOW THEREFORE, BE IT RESOLVED that the Commissioners go on record as opposing House Bill No. 796;

That the Committee on Health and Welfare, to which the Bill was referred, reject the concept of permitting the aforementioned uses in all residential districts and consider a regulation which will protect the rights of the handicapped, but at the same time reserve unto the municipalities the fundamental right of controlling zoning on a local level.

That before proceeding further, hearings be held to provide the opportunity of local officials to be heard.

Finally, that a copy of this Resolution be sent to those Representatives sponsoring the Bill, the members of the Committee on Health and Welfare, and those Representatives representing this community.

ENACTED AND ORDAINED this ~~10th~~ day of July, A.D. 1983.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By Patricia J. Zoller
President

ATTEST:

Yvonne J. [Signature]
Secretary

RESOLUTION 1178

RESOLUTION RESPECTING TRAFFIC PROBLEMS IN THE WELSH ROAD-
BLAIR MILL ROAD AREA AND THE JOINT STUDY TO FIND SOLUTIONS
THERETO.

WHEREAS, there has been a growing concern on the part of the Commissioners of Upper Dublin and Upper Moreland Township and the Supervisors of Horsham Township over the extreme increase in vehicular traffic in the area of Welsh Road and Blair Mill Road intersection; and

WHEREAS, the three townships have conferred with representatives of the Pennsylvania Department of Transportation and Montgomery County Planning Commission who have expressed a willingness to enter into a joint study of the problems and possible short and long term solutions;

NOW, THEREFORE, Be It Resolved that Upper Dublin Township enter into an agreement with Upper Moreland Township, Horsham Township, Pennsylvania Department of Transportation and the Montgomery County Planning Commission to conduct a study of the traffic problems surrounding the so-called Blair Mill area with the purpose in mind of identifying the causes thereof and funding short and long term solutions to this very serious threat to the safety of residents of all three municipalities and vehicular users in the surrounding communities. It is understood that each Township is to contribute two thousand dollars (\$2,000) to the total study cost of approximately \$17,000.00.

ADOPTED this 9th day of August A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patricia J. Gills
President

Attest Porter J. [Signature]
Assistant Secretary

RESOLUTION No. 1179

A RESOLUTION TO REDUCE AMUSEMENT GAME LICENSE FEE.

WHEREAS, on July 13, 1982, the Board of Commissioners adopted Ordinance No. 626, with respect to amusement games; and

WHEREAS, Section 5, C, of the Ordinance permits the Township to modify the license fee from time to time;

NOW, THEREFORE, BE IT RESOLVED, that the amusement game license fee shall be reduced from Two Hundred Dollars (\$200.00) to One Hundred Fifty Dollars (\$150.00) for the first year and One Hundred Dollars (\$100.00) each year thereafter, for each amusement game on the premises.

ADOPTED this 9th day of August, 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zolte President

Attest

Harry Waddle
Secretary

RESOLUTION No. 1180

On September 29, 1983, HENRY LEE WILLET died at his Wyndmoor home at the age of 83.

Mr. Willet was known to the residents of Upper Dublin Township as a member of its first Board of Commissioners following its qualification as a first class township. He served as a member of the Board of Commissioners and as its president from 1946 through 1959.

All the residents of the Township will remember Mr. Willet as an outstanding leader and Board member. He was instrumental in bringing federal housing to our North Hills neighborhood which was at that time a blighted area. He served the Township during the difficult period when the Fort Washington Industrial Park was created. At that time the industrial park was one of the first such industrial uses in the country and was innovative enough to be selected for exhibition at the Brussels World's Fair. During his tenure he exhibited unusual patience, foresight and the ability to achieve consensus.

However, Mr. Willet's fame did not rest merely with his accomplishments in local government. He had an international reputation as the head of what was at one time the largest stained glass studio in the world. Under his leadership, his studio executed over 10,000 stained glass windows in every state in the United States and in 13 foreign countries. He was the recipient of numerous awards for excellence.

He was noted for creative iconographies and brilliant use of color and was a pioneer in the use and development of new techniques and materials to synthesize with today's architecture. He originated windows with a sculptured lead overlay covered with gold leaf. The first window in this medium, 1950, is in the Westwood Community Methodist Church in Los Angeles. In 1954 he organized the first separate shop in the United States for the production of faceted glass, and in 1965 introduced the laminated stained glass called Farbigem.

Mr. Willet was active in his church. During his lifetime he served as treasurer, trustee and ruling elder of the Flourtown Presbyterian Church. On a broader basis he represented his church for many years in the Philadelphia Presbytery. He was chairman of Presbytery's first committee on Social Education and Action, was a longtime member of the National Presbyterian Board of Christian Education, was elected in 1935 and 1943 as a commissioner to the General Assembly of the United Presbyterian Church U.S.A., and served on the national Committee on the Arts, established by General Assembly in 1968. He was also a delegate to the General Assembly of the National Council of Churches of Christ in the U.S.A. in 1960.

Mr. Willet was a member of the Fairmount Park Art Association, Philadelphia Art Alliance, Pennsylvania Academy of the Fine Arts, Philadelphia Museum of Art, American Federation of Arts, T-Square Club, Woodmere Art Gallery, Smithsonian Institution Club, Union League of Philadelphia, and the Sons and Daughters of Nantucket, where he had a summer home.

On a local level, in addition to his service on the Board of Commissioners, he spearheaded the establishment of the Philadelphia Hostel which handled the re-settlement of Japanese-American citizens who were displaced from their homes during World War II.

He served as a member of the William Boulton Dixon American Legion Post in Fort Washington and he served as a member of the Board and was past president of the Ambler Public Library.

Henry Lee Willet devoted a lifetime of service to his community, his church, his craft, and to humane endeavors;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township do hereby extend their condolences to the family of Henry Lee Willet; and further

RESOLVED, that the biography of this outstanding citizen be memorialized on a separate page of the minutes of this meeting.

ADOPTED this 1st day of October, A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Robert J. Bell* President

Attest *Harry Ward* Secretary

RESOLUTION No. 1181

RESOLUTION EXTENDING CONGRATULATIONS TO THE AMBLER GAZETTE.

WHEREAS, on September 28, 1983, the Ambler Gazette celebrated its 100th anniversary of continuous publication as a weekly newspaper in Upper Dublin Township and surrounding areas; and

WHEREAS, the said Ambler Gazette, its owner, Montgomery Publishing Company under the leadership of William E. Strasburg, its publisher, have maintained a high standard of journalistic competence, integrity and service to the community and to the principals of local government;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township on its behalf and on behalf of the residents of Upper Dublin Township do hereby extend its congratulations to the AMBLER GAZETTE and its best wishes for another century of continuing service to the community; and

BE IT FURTHER RESOLVED that this resolution shall be suitably memorialized on a special page of the minutes of this meeting.

ADOPTED this 11th day of October, A.D. 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Robert J. Zolla President

Attest Harry Wardle Secretary

RESOLUTION No. 1182

A RESOLUTION RESPECTING A FORMAL APPLICATION TO MONTGOMERY COUNTY FOR A 1984 GRANT-IN-AID FOR MONDAUK COMMON (PHASE II) DEVELOPMENT.

WHEREAS, the Board of Commissioners of Upper Dublin Township have made a commitment to the preservation of Open Space in the community; and

WHEREAS, the Board of Commissioners of Upper Dublin Township have further committed to developing one of these areas, specifically the 50-acre Mondauk Common (formally Bell Tract), into the first community park in the Township; and

WHEREAS, the Montgomery County Commissioners, through the Montgomery County Planning Commission, have made Grant-in-Aid monies available in 1984 for development projects satisfying Open Space criteria.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township do and they hereby authorize the proper officials to file formal application with the Commissioners of Montgomery County for a 1984 Grant-in-Aid totalling \$12,500.00 for use in further development (Phase II) of Mondauk Common.

ADOPTED this 9th day of November, 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Kelly
President

ATTEST

John J. Green

RESOLUTION No. 1183

RESOLUTION TO PROCLAIM THE DECADE 1983-1992 "THE DECADE OF DISABLED PERSONS".

WHEREAS, the United Nations had adopted a World Program of Action for Disabled Persons and has officially declared the period 1983-1992 as the Decade of Disabled Persons and has urged all nations and organizations to continue the momentum of the 1981 International Year of Disabled Persons in furthering the full participation of the world's half-billion persons with disabilities;

WHEREAS, the International Year of Disabled Persons led to widespread commitment and action to further the full participation of America's 35 million persons with disabilities in all aspects of national and community life;

WHEREAS, the International Year observance led to the proclamation by the Congress and the President of the United States of 1982 as the National Year of Disabled Persons, to the formation of the National Organization on Disability and to the widespread use of the slogan, "Participation Through Partnership";

WHEREAS, these partnerships between persons with and without disabilities; between government and the private sector; and among state, local and national organizations are continuing to improve the lives of Americans with disabilities; and

WHEREAS, further progress should be made in the United States toward increasing understanding of the unmet needs and potential contribution of America's disabled citizens in furtherance of the following long-term goals of and for disabled persons, as set forth during the 1981 and 1982 observances:

- Expanded Educational Opportunity
- Improved Access to Housing, Buildings and Transportation
- Greater Opportunity for Employment
- Greater Participation in Recreational, Social and Cultural Activities
- Expanded and Strengthened Rehabilitation Programs and Facilities
- Purposeful Application of Biomedical Research Aimed at Conquering Major Disabling Conditions
- Reduction in the Incidence of Disability through Accident and Disease Prevention
- Increased Application of Technology to Ameliorate the Effects of Disability
- Expanded International Exchange of Information and Experience to Benefit All Disabled Persons.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township does hereby proclaim the Decade 1983-1992 in Upper Dublin Township, as

"THE DECADE OF DISABLED PERSONS"

to further the momentum toward the long-term goals of and for disabled persons as set forth during the International Year of Disabled Persons.

ADOPTED this 11th day of November 1983.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Robert J. Hall* President

Attest *Morton J. Fee*
Asst Secretary

RESOLUTION 1184

AUTHORIZING PARTICIPATION IN A JOB RELATED MEDICAL STANDARD PROJECT - JOINTLY PROPOSED BY THE MONTGOMERY AND THE BUCKS COUNTY CONSORTIUM OF COMMUNITIES.

WHEREAS, the Civil Rights Act of 1964 and Subsequent Regulations issued by the Office of Federal Contract Compliance and the Equal Opportunity Commission requires validation of tests and other employee selection procedures, and

WHEREAS, Medical Standards are one means utilized by municipal employers to identify applicants whose physical abnormalities and disease states may be incompatible with effective job performance, and

WHEREAS, By utilizing medical standards as a basis for discharging an employee, refusing to hire an applicant, or for other personnel actions, the municipal employer could be engaging in an unlawful discriminatory practice unless it can be shown that the medical standards are based upon bona-fide occupational qualifications, and

WHEREAS, to develop valid medical standards for use in the employment and personnel activities of a municipality can only be accomplished by a thorough job analysis which provides the needed factual basis to defend the medical standards, and


WHEREAS, the medical standards study can best be completed by several municipalities working together, and

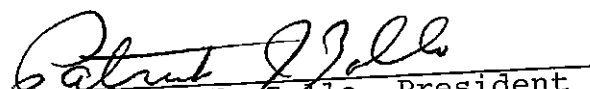
WHEREAS, the project is being jointly proposed by the Montgomery County Consortium and the Buck County Consortium, consisting of over twenty-five (25) municipalities within the suburban Philadelphia area, and

WHEREAS, the Montgomery County Consortium of Communities has applied for a grant to fund 50% of the estimated \$20,000 cost of the study from the Commonwealth of Pennsylvania, Department of Community Affairs for a Councils of Government and Intergovernmental Projects Program Grant, and

WHEREAS, the balance of the program cost of \$10,000 shall be prorated among the participants.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township support and endorse this project and approve the participation of Upper Dublin Township in the program.


Harry Waxdle, Secretary


Patrick J. Zollo, President

RESOLUTION 1185

RESOLUTION FOR ADOPTION OF WASTEWATER FACILITIES PLAN

RESOLUTION OF THE COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, 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 Resources, Department adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan for the provision of adequate sewage systems and to revise said plan from time to time as may be necessary, and

WHEREAS the municipality has reviewed the said plan and has found it adequate for the expected sewage disposal needs of said Upper Dublin Township.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Township of Upper Dublin hereby adopt the plan known as Comprehensive Wastewater Facilities Plan Update for Upper Dublin Township, Montgomery County, Pennsylvania, Revised February 1, 1983, providing for sewage disposal within the municipality, as the Official Facilities Plan of the municipality. The municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth therein

Patent J. [Signature]
(Title)

(Title)

(Title)

I HARRY WARDLE, Secretary, Upper Dublin Township Board of Commissioners hereby certify that the foregoing is a true copy of the Township Resolution # 1185, adopted November 9, 1983.

INSTRUCTIONS:

1. Check the block that corresponds to the application which you are filing with this Board.
2. Insert the type of license which is to be issued, such as hotel liquor, club liquor, distributor, etc. (Check for correct wording on reverse of bond form).
3. If only one officer is authorized, only one name should be entered; if two officers are jointly authorized, strike out "or", if two officers are authorized and either may execute required papers, strike out "and". It is absolutely essential that the person or persons authorized below, and no others, sign the application and bond.
4. This form must be signed by the secretary of the applicant corporation or organization.
5. This resolution must be actually included in the minutes of a meeting of your organization.

RESOLUTION No. 1186

WHEREAS, IT IS THE DESIRE OF THE (NAME OF ORGANIZATION)

Township of Upper Dublin - Twining Valley Golf Club

TO BE GRANTED A

NEW RENEWAL TRANSFER CORRECTION AMENDED EXTENSION EXCHANGE

TYPE OF LICENSE OR PERMIT

Municipal Golf Course

THEREFORE, be it resolved that an application for said license or permit to expire January 31, 1985
be filed with the Pennsylvania Liquor Control Board, and that,

Patrick J. Zollo
(NAME OF OFFICER)

President, Board of Commission
(TITLE)

~~AND~~/OR

Harry W. Wardle
(NAME OF OFFICER)

Secretary, Upper Dublin Twp.
(TITLE)

be authorized and either or both are hereby authorized to execute the necessary application and bond, and any other papers required by the Pennsylvania Liquor Control Board.

I hereby certify that the foregoing is a true and correct copy of the

Resolution adopted by

Commissioners of Upper Dublin Township

(NAME OF ORGANIZATION)

at a regular or a special meeting of the organization held, or evidenced by written consents signed by all directors or members of the executive committee and on file with the secretary, on the

13th day of December, 19 83


(SECRETARY)

RESOLUTION NO. 1187

Resolution of the Upper Dublin Township Board of Commissioners authorizing Harry Wardle, Township Secretary, to execute Resolution No. 1187.

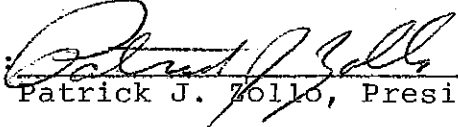
WHEREAS, it is the desire of the Commissioners of Upper Dublin Township to file a "Notice of Change in the Officers, Directors, Stockholders or Manager of Licensed Corporations, Except Clubs," and

WHEREAS, the appointment of Commissioner W. Richard Webster to replace Z. Edward Heller was effected on September 13, 1983; and

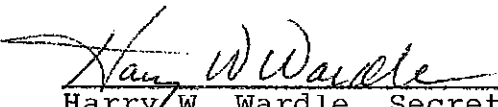
WHEREAS, the Pennsylvania Liquor Control Board requires the signature of the Township Secretary to properly execute the form (PLCB - #866);

THEREFORE, be it resolved that the Commissioners of Upper Dublin Township authorize Harry W. Wardle, Township Secretary, to execute the PLCB - #866 form to be filed with the Pennsylvania Liquor Control Board.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 
Patrick J. Zollo, President

Attest:


Harry W. Wardle, Secretary

Date adopted 12-13-83

RESOLUTION No. 1188

RESOLUTION TO PETITION COURT FOR INCREASE IN MILLAGE.

WHEREAS, in order to balance the budget for the year 1984, it is necessary to impose a tax rate of thirty two and ninety-one one-hundredths (32.91) mills for general Township purposes; and

WHEREAS, the First Class Township Code, as amended by Act of General Assembly P.L. 1206, Article 17, Section 1709, June 24, 1931, 53 P.S. 56709, provides that the Board of Commissioners, by majority action, may, upon due cause shown, petition the Court of Common Pleas of Montgomery County, Criminal Division, for the right to levy additional millage over the thirty (30) mills set in the First Class Township Code, but not exceeding five (5) additional mills, and the Board of Commissioners desires to petition said Court for the said two and ninety-one one-hundredths (2.91) mills increase.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Upper Dublin Township that the proper Township officials on behalf of the Township are hereby authorized to petition the Court of Common Pleas of Montgomery County, Criminal Division, for a two and ninety-one one-hundredths (2.91) mill increase in the tax rate for general Township purposes so that there shall be established for general purposes a tax rate of thirty-two and ninety-one one-hundredths (32.91) mills for the year 1984.

ENACTED into a Resolution this 13th day of December, A.D. 1983.

Attest Henry Wardle
Secretary

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Jello President



APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
TRAFFIC SIGNALS
Resolution # 1189

DATE

1-3-84

WHEREAS, the Township of Upper Dublin, Montgomery County
(CITY, TOWNSHIP, BOROUGH)
desires to erect, operate and maintain traffic signals at the intersection of
Ft. Washington Ave. (LR 46090) and Limekiln Pike (LR 373), and

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

WHEREAS, the Department of Transportation requires an engineering drawing of this intersection,
the Township of Upper Dublin will prepare such a drawing in conformance with
the instructions provided by the Department.

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

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper
investigation by the Secretary of Transportation or his agent, the Township of
Upper Dublin will be bound by the following provisions:

The installation shall be made in accordance with the requirements of the Vehicle Code
and the Regulations for Traffic Signs, Signals and Markings of the Department of Transportation,
and

Should future highway or traffic conditions, or legal requirements, necessitate alterations
of the construction or operation, or hours of operation, or removal of the traffic signals at the above
mentioned intersection, they shall be altered or removed when and as directed by the Secretary of
Transportation.

I, Harry Wardle, Secretary of the Township of Upper Dublin

do certify that the foregoing is a true and correct copy of the resolution legally adopted at the meet-
ing held, 1/3/84
(DATE)

(SEAL)

Signed

Harry Wardle
SECRETARY

RESOLUTION NO. 1190

A RESOLUTION AUTHORIZING BORROWING IN ANTICIPATION OF CURRENT TAXES AND REVENUES AND THE ISSUANCE OF A TAX ANTICIPATION NOTE; ESTABLISHING THE FORM OF SUCH NOTE; APPROVING AND ACCEPTING A PROPOSAL OF DOLPHIN & BRADBURY TO PURCHASE THE NOTE AND AUTHORIZING THE NEGOTIATED SALE THEREOF TO SAID BANK; PROVIDING SECURITY FOR SUCH NOTE; AUTHORIZING AND DIRECTING CERTAIN OFFICIALS TO DELIVER A CERTIFICATE AS TO TAXES AND REVENUES TO BE COLLECTED, TO CAUSE TO BE MADE THE FILING REQUIRED BY LAW, TO EXECUTE AND DELIVER THE NOTE, AND TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE.

WHEREAS, it has been determined that the Township of Upper Dublin will be required to incur temporary indebtedness for the purpose of providing funds during the fiscal year 1984 for current operating expenses and debt service in the aggregate amount of One Million (\$1,000,000.00) Dollars, in anticipation of the receipt to taxes with the projected budget requirements set forth in the cash forecast presented to this meeting; and

WHEREAS, a proposal has been submitted by Dolphin & Bradbury (the "Underwriter"), to purchase Tax and Revenue Anticipation Notes aggregating said One Million (\$1,000,000.00) Dollars, bearing interest at the rate of six and one-quarter (6 1/4%) percent per annum and maturing on December 31, 1984; and

WHEREAS, the aggregate principal amount of such Notes will not exceed eighty five percent (85%) of the taxes levied for the current fiscal year and the current revenues for such year, not yet received, estimated to be received during the period when the Notes will be outstanding.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Upper Dublin (the "Issuer") as follows:

1. This Board hereby approves the incurring by the Township of temporary indebtedness, pursuant to the Local Government Unit Debt Act approved April 28, 1978 (Act No. 52), as amended (the "Act"), for the aforesaid purpose in an aggregate amount not exceeding One Million (\$1,000,000.00) Dollars, in accordance with the proposal of the Underwriter, dated December 30, 1983, presented to this meeting. Said proposal, a copy of which shall be filed with the minutes of this meeting, is hereby approved and accepted.

2. Said temporary indebtedness shall be represented by fully registered Tax and Revenue Anticipation Notes of the Issuer (the "Notes") and such Notes shall be sold at private sale to the Underwriter for a sum equal to the principal amount thereof. The Notes, as to both principal and interest, shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts at the office of Dolphin & Bradbury, Philadelphia, Pennsylvania. The Notes shall mature (subject to prepayment without penalty) on December 31, 1984. The Notes

are hereby authorized and shall bear interest at the rate of six and one-quarter (6 1/4%) percent per annum from the date thereof to maturity or earlier prepayment calculated in relation to a year of 365 days.

3. All Notes issued under this Resolution shall be equally and ratably secured by, and there is hereby irrevocably pledged to the purchasers thereof, their successors and assigns, for the prompt payment of the principal of such Notes and the interest thereon, all of the income, revenues and receipts of the Issuer to be received during the period when the Notes will be outstanding, including, but not limited to, all taxes and all state subsidies, and reimbursements payable to the Issuer during such period. There is hereby granted to such purchaser, its successors and assigns, a security interest in and a lien and charge on such income, revenue and receipts, perfected and enforceable in accordance with the terms of the Notes. The Resolution and the Act shall constitute a security agreement between the Issuer and the Underwriter or such other holder from time to time of the Notes.

4. The Issuer hereby covenants with the purchaser of the Notes, its successors and assigns, that no part of the proceeds of the Notes shall at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Notes to be arbitrage bonds as defined in subsection (c) (2) as then in effect, of Section 103 of the Internal Revenue Code of 1954 of the United States of America, and regulations promulgated thereunder, and to be subject to treatment under subsection (c)(1) of said Section as an obligation the interest on which is not excludable from gross income under subsection (a)(1) of said Section.

5. The Issuer hereby warrants to the purchase of the Notes, its successors and assigns, that it has not encumbered or pledged its income, revenues or receipts for the fiscal year to be pledged as provided in Section 3 hereof, except for the payment of debt service on its outstanding bonds and except for outstanding current operating expenses incurred for the said fiscal year for the payment of which the Notes are to be issued and sold, and further covenants that it will not, so long as the principal of or interest on any of the Notes shall remain unpaid, incur any further obligation against such income, revenues or receipts ranking prior to or on a parity with the Notes without the consent of the holders of the Notes.

6. All Notes issued hereunder shall be in substantially the same form as attached hereto.

7. The President or Vice President of this Board and the Secretary thereof are hereby authorized and directed to endorse thereon the acceptance of the Issuer of the Note Purchase Proposal of the Underwriter; to execute a certificate as to taxes and revenues, in the form presented to this meeting and hereby approved, and to file the same together with a certified copy of this Resolution and a true copy of the proposal of the Underwriter accepted by this Resolution with the Department of Community Affairs of the Commonwealth of Pennsylvania, all as required by the Act; and to execute and file appropriate additional certificates as required by the Act.

8. The proper officers of Issuer are hereby authorized and directed to execute and deliver to the Underwriter financial statements under the Uniform Commercial Code relating to the Notes.

9. The President or Vice President of this Board of the Issuer is hereby authorized and directed to execute the Notes on behalf of the Issuer and the Secretary is hereby authorized and directed to affix thereto and attest the seal of the Issuer and then deliver them on its behalf.

10. The proper officers of the Issuer are hereby authorized and directed to execute such further documents and certificates and to take such further action as they may deem necessary or proper to issue the Notes and carry out the intent and purpose of this Resolution.

11. All resolutions and parts of resolutions insofar as they are inconsistent herewith are hereby rescinded.

RESOLVED this 3rd day of January, 1984.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By *Patrick J. Bell*
President

Attest *[Signature]*
Ass't. Secretary

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
TOWNSHIP OF UPPER DUBLIN; MONTGOMERY COUNTY

\$25,000

6.25% TAX AND REVENUE ANTICIPATION NOTE - SERIES OF 1984

TOWNSHIP OF UPPER DUBLIN, Montgomery County, Commonwealth of Pennsylvania (the "Issuer"), for value received hereby promises to pay to the bearer hereof, upon surrender hereof, the sum of

TWENTY-FIVE THOUSAND DOLLARS (\$25,000)

on the 31st day of December, 1984, together with interest on said sum from the 11th day of January, 1984 until maturity, in the amount of One Thousand Five Hundred Nineteen and Ten One Hundredths Dollars (\$1,519.10) (computed on the basis of a 360-day year at the rate of Six and Twenty-One Hundredths per cent (6.25%) per annum. Both the principal of and interest on this Note shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts in the United States (or by instrument payable in immediately available legal tender as aforesaid), at the principal office of Philadelphia National Bank (the "Sinking Fund Depository") in the City of Philadelphia, Pennsylvania. This Note is not subject to redemption prior to maturity.

This Note is one of a series of 6.25% Tax and Revenue Anticipation Notes, Series of 1984, authorized and issued in the aggregate principal amount of One Million Dollars (\$1,000,000) (the "Notes") in accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act No. 1978-52, approved April 28, 1978 (the "Act"), and pursuant to a resolution adopted by the governing body of the issuer (the "Resolution"). Reference is hereby made to the Act and the Resolution for a complete statement of the rights of holders of the Notes, to all of which the holder hereof by acceptance of this Note assents.

This Note is issued under and in accordance with the Act, for the purpose of providing funds for current expenses payable in the current fiscal year in anticipation of the receipt of taxes and other revenues by the issuer from the date of original delivery of the Notes to the stated maturity date thereof.

This Note is equally and ratably secured with all other Notes issued under the Resolution by the pledge of security interest in and a lien and charge on the taxes and other revenues of the issuer specified in the Resolution to be received during the period when the Notes are outstanding. Such pledge, security interest, lien and charge have been perfected and enforceable in the manner provided by the Act. The Notes are general obligations of the issuer.

The Issuer covenants that it will deposit in the sinking fund for the Notes established by the Resolution with the Sinking Fund Depository the taxes and other revenues collected in amounts which will be sufficient to pay the principal of and interest on all Notes issued pursuant to the Resolution as and when the same shall become due and payable, and such sinking fund shall be applied exclusively to such purpose.

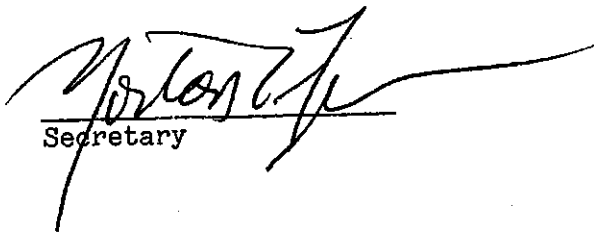
The Issuer covenants that it will not make any use of the proceeds of the Note or do or suffer any other action which would cause the Notes to be "arbitrage bond" as such term is defined in Section 103(c) of the Internal Revenue Code of 1954, as amended, and applicable regulations thereunder.

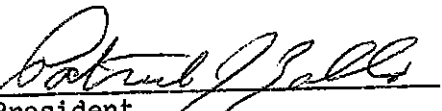
All acts, conditions and things required to be done or performed precedent to and in the issuance of this Note or in the creation of the obligation of which this Note is evidence have been done and performed as required by law.

IN WITNESS WHEREOF, the Board of Commissioners of Upper Dublin Township has caused this Note to be signed in its name and on its behalf by the signature of the President of its governing body and its seal to be hereunto impressed, duly attested by the signature of the Secretary of such body, this 3rd day of January, 1984.

ATTEST:

TOWNSHIP OF UPPER DUBLIN


Secretary

BY: 
President

RESOLUTION No. 1191

RESOLUTION HONORING SAMUEL DAVID LEE

The Board of Commissioners, for themselves and on behalf of the residents, take this opportunity to regretfully recognize the passing of a dedicated servant of this community and to honor him for the contribution he made to North Hills and Upper Dublin Township.

Samuel Lee, affectionately called "Moses" by those who knew him was born April 17, 1925, in Abington, grew up in Philadelphia and moved to North Hills in 1975, where he immediately became a moving force in the betterment of the neighborhood.

He served as President of the North Hills Community Center Board of Directors from 1975 to 1980, receiving in February, 1977, the "Outstanding Achievement Award for Service and Volunteer Leadership" and in May, 1979, the Service Award from the Opportunity Industrialization Board of Montgomery County.

In December, 1979, he was chosen as an honorary member of the "Chapel of Four Chaplains" for "Outstanding Achievement in a Community."

Sam's influence was also felt outside the immediate area of North Hills. He served on the Upper Dublin Township Parks and Recreation Board from 1978 to 1981, and at the time of his death was a member of the Executive Board of the Ambler Branch of the NAACP. And despite the hours spent on these many community activities, he found the time to serve as a deacon and a choir member at the Antioch Baptist Church.

A family man, devoted to his wife, Gladys, his four children, Darlene, Wealthy, Wanda and David, and four grandchildren, Samuel David Lee will long be remembered as the example of a man who stood "above the pack," who sacrificed for the good of others, and left a legacy for others to follow in attempting to make our community a better place in which to live.

Our sympathy is, at this trying time, extended to his wife, family and friends, for the loss of this devoted servant.

ENACTED into a RESOLUTION this 17th day of January, 1984.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Patricia J. Kelly* President

Attest *Morton Freedman*
Secretary



Industrial Valley Bank and Trust Company

DEPOSIT AND LOANS

RESOLUTION 1192

Upper Dublin Township

Pennsylvania

DO HEREBY CERTIFY that at a meeting

day of February, 1984

I, the undersigned, Secretary of a corporation organized under the laws of the State of

of the Board of Directors of said corporation duly held on the 14th a quorum being present, the following resolutions were duly adopted and they have not been modified or rescinded, and are now in full force and effect, and that the same are not in contravention of or in conflict with the by-laws or charter or articles of incorporation of said corporation and are in accord therewith and pursuant thereto:

"RESOLVED that, 1. Industrial Valley Bank and Trust Company is hereby designated a depository of this corporation and there may be deposited to its credit in one or more accounts with the Bank any monies, checks and other instruments which may come into possession of this corporation. Any other property may be deposited with the Bank for safe-keeping, custody and other purposes. Items for deposit, collection or discount may be endorsed by any person authorized to sign checks, or endorsement thereof may be made in writing or by a stamp and without designation of the person so endorsing.

2. For Depositing any of the following of this corporation is/are authorized on behalf of this corporation and in its name, (a) to sign checks, drafts, notes, acceptances and other instruments and orders for the payment of money or for the withdrawal or delivery of funds or other property at any time held by said Bank for the account of the corporation and to receive any thereof, and to issue instructions for the conduct of any account of this corporation with said Bank; (b) to accept drafts and other instruments at said Bank, and to waive demand, protest, and notice of protest or dishonor of any instrument made, drawn, or endorsed by the corporation; and (c) to endorse, negotiate, and receive, or authorize the payment of, the proceeds of, any negotiable or other instruments or orders for the payment of money payable to or belonging to this corporation.

3. Said Bank may honor all such checks and other instruments for the payment or delivery of money or property when signed as authorized above including any payable to said Bank or to any signer or other officer or employee of the corporation or to cash or bearer, and may receive the same payment of or as security for the personal indebtedness of any signer or other officer or employee or other person to the Bank or in any transaction whether or not known to be for the personal benefit of any such person, without inquiry as to the circumstances of their issue or the disposition of the proceeds, and without liability to the corporation, and without any obligation upon said Bank to inquire whether the same be drawn or required for the corporation's business or benefit.

4. For Borrowing any of the following of this corporation is/are authorized, at any time or times, on behalf of this corporation and in its name, and upon such terms as he or they determine: (a) to borrow or obtain other financial accommodations from, and engage in any other banking transaction with said Bank on a secured and/or unsecured basis; (b) to execute, endorse, accept, and deliver notes, drafts, bills of exchange, acceptances, evidences of indebtedness, and instruments, and security and other agreements of this corporation in or in connection with any transaction; (c) to secure any liability of this corporation to said Bank by granting a security interest in and by pledge, mortgage or assignment, originally and in addition and in substitution, and delivery of all of the real, personal, tangible and intangible property of the corporation, and (d) to sell, exchange, purchase or otherwise deal in any such property and to deliver and accept delivery of the same, and of the proceeds thereof, and execute and deliver any agreement, endorsement, deed, transfer or assignment in connection therewith, to or from or through said Bank.

5. Any action heretofore taken by any officer of this corporation with respect to any of the matters stated above is hereby ratified and confirmed. 6. The Secretary of this corporation is hereby directed to certify to said Bank a copy of these resolutions and the name of the present incumbent of the offices hereinbefore referred to, and to further certify from time to time hereafter the names of any successors to the present incumbents of said offices, together with specimens of their respective signatures; and said Bank is hereby authorized, empowered and directed to rely upon any certificate, unless and until the same shall have been formally modified or rescinded by a subsequent certificate of this corporation actually received by said Bank.

"FURTHER RESOLVED, that the foregoing resolutions shall continue in full force and effect until a certified copy of a subsequent resolution of the Board of Directors of this corporation modifying or rescinding any or all such resolutions shall have been actually received by said Bank. I further certify that the following persons are officers of this corporation in the capacity set opposite their respective names:

- Patrick J. Zollo, President of the Board
Jean E. Nester, Treasurer
Harry Wardle, Secretary
Norton A. Freedman, Assistant Secretary

Handwritten signatures of Patrick J. Zollo, Jean E. Nester, Harry Wardle, and Norton A. Freedman. Date: 14 day of February 1984.

WITNESS my hand and the seal of said corporation this

In designating signers, use titles rather than names; also specify whether one or more signatures are required.

Note: If the person signing the foregoing certificate is authorized to sign and act as above stated without other signature or countersignature, the President or Vice-President or some other principal officer should sign the following confirmation.

I, (Personal name) (Official title) of the above-named corporation do hereby certify that the (Official title of individual authorized to sign) authorized to sign and act as above stated without other signature or countersignature.

WITNESS my hand and the seal of said corporation this (Personal name and official title) day of

RESOLUTION 1193

CORPORATE RESOLUTION TO MAINTAIN A DEPOSIT ACCOUNT

ACCOUNT TITLE	ACCOUNT NUMBER
Upper Dublin Township, Parks & Recreation Account	0196-4477
ACCEPTED BY	OFFICE
	Maple Glen
	DATE

TO: The Philadelphia National Bank
 The undersigned, Secretary of Commissioners of Upper Dublin Township, hereby certifies that the
 organized under the laws of the State of Pennsylvania,
 following resolution was duly adopted by the Board of Directors of the Corporation on February 14, 1984

at a meeting at which a quorum was present and voting; or by unanimous written consent
 and is presently in full force and effect:

"RESOLVED:
 1. That an account in the name of this Corporation be established or maintained with The Philadelphia National Bank and that all checks, notes, drafts, or other orders for the payment of money, drawn on or payable against said account, to bearer, or to the order of any person, firm, or corporation including those drawn or endorsed by or to the order of any person signing the same, shall be signed by any one (1) (indicate number) person or persons from time to time holding the following offices of this Corporation (indicate title only; not individual's name).

Susan E. Badger
Wendy E. Riggall
 and the said Bank is hereby authorized and directed to pay all checks, notes, drafts, and orders so signed.

2. That any one of the persons from time to time holding one of the above offices of this Corporation shall have the authority on behalf of this Corporation to enter into such agreements with said Bank concerning the operation of said account or transactions involving said account or otherwise obligating this Corporation with respect to said account.
 3. That the Secretary is hereby directed to file with said Bank a certified copy of this Resolution and a list of the persons, together with specimens of their signature, who are the present holders of the said offices, and that said Bank shall be entitled as against this Corporation to presume conclusively that the persons so certified as holding such offices continue respectively to hold the same until otherwise notified in writing by the Secretary and that this Resolution, insofar as said Bank is concerned, shall continue in full force and effect until receipt by said Bank of written notice from the Secretary of the changes, if any, therein.

I further certify that the persons named below are those duly elected to the Corporate Office set opposite their respective names

NAME	TITLE
<u>Patrick J. Zollo</u>	<u>President</u>
<u>Harry E. Lenz</u>	<u>Vice President</u>

In Witness Whereof, I have hereunto set my hand, and affixed hereto the Corporate Seal of this Corporation.

(Corporate Seal)

February 3, 1984
 DATED

Harry W. ...
 SECRETARY

RESOLUTION No. 1194

A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS AUTHORIZING SIGNATURES TO COMPLETE PLCB FORM No. 1707, "APPLICATION FOR EXTENSION OF RETAIL LICENSE TO COVER ADDITIONAL PREMISES," AS IT APPLIES TO TWINING VALLEY GOLF CLUB.

WHEREAS, the Pennsylvania Liquor Control Board requires the filing of their PLCB Form No. 1707, "Application for Extension of Retail License to Cover Additional Premises" on behalf of Twining Valley Golf Club located at 1400 Twining Road, Dresher, Pennsylvania;

NOW, THEREFORE, BE IT RESOLVED, that PATRICK J. ZOLLO is hereby authorized to execute said PLCB Form No. 1707, "Application for Extension of Retail License to Cover Additional Premises", as President of the Board of Commissioners of Upper Dublin Township, Licensee.

ENACTED into a Resolution this 14th day of February, A.D. 1984.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zollo President

Attest Harry Wawele Secretary

RESOLUTION No. 1195

A RESOLUTION RESPECTING AN APPLICATION BY ULTRACOM FOR AN INCREASE IN RATE CHARGES.

WHEREAS, on September 13, 1983, the Board of Commissioners adopted a Resolution granting a partial increase in the rate charges for CATV services requested by UltraCom of Montgomery County, Inc.; and

WHEREAS, the franchisee requested the re-opening of the hearing on its application in order to introduce additional testimony in support of its contention that the entire rate increase should be approved; and

WHEREAS, the Commissioners did hold a hearing on January 5, 1984, to permit the introduction of the evidence proposed by UltraCom; and

WHEREAS, the Commissioners after reviewing the entire record and satisfied that the franchisee is entitled to the relief requested.

NOW, THEREFORE, BE IT RESOLVED, that:

1. In accordance with Article 7, Section C, of the Agreement between Township of Upper Dublin and UltraCom of Montgomery County, Inc. regulating the procedure for changes in rate charges, the Board of Commissioners approve the request of UltraCom for an increase in the basic monthly rate for CATV service of one set or connection from \$8.50, as previously approved, to \$8.75; and for each additional set or connection from \$3.25 to \$3.50 per month.

2. The increase aforesaid to take effect March 1, 1984.

ENACTED into a Resolution this 14th day of February, A.D. 1984.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Galle President

Attest Harry Waddle Secretary

RESOLUTION No. 1195

A RESOLUTION RESPECTING AN APPLICATION BY ULTRACOM FOR AN INCREASE IN RATE CHARGES.

WHEREAS, on September 13, 1983, the Board of Commissioners adopted a Resolution granting a partial increase in the rate charges for CATV services requested by UltraCom of Montgomery County, Inc.; and

WHEREAS, the franchisee requested the re-opening of the hearing on its application in order to introduce additional testimony in support of its contention that the entire rate increase should be approved; and

WHEREAS, the Commissioners did hold a hearing on January 5, 1984, to permit the introduction of the evidence proposed by UltraCom; and

WHEREAS, the Commissioners after reviewing the entire record and satisfied that the franchisee is entitled to the relief requested.

NOW, THEREFORE, BE IT RESOLVED that:

1. In accordance with Article 7, Section C, of the Agreement between Township of Upper Dublin and UltraCom of Montgomery County, Inc. regulating the procedure for changes in rate charges, the Board of Commissioners approve the request of UltraCom for an increase in the basic monthly rate for CATV service of one set or connection from \$8.50, as previously approved, to \$8.75.

2. The increase aforesaid to take effect March 1, 1984.

ENACTED into a Resolution this 14th day of February, A.D. 1984.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By *Robert J. Galla*
President

Attest *Harry Waeber*
Secretary

RESOLUTION No. 1196

A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN APPLICATION
FOR TRANSFER OF PERMIT FOR THE COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL RESOURCES.

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental
Resources requires the filing of an Application for Transfer of Permit in order for
Upper Dublin Township to relinquish all its rights, titles and interest in Water
Quality Management Permits to the Upper Dublin Municipal Authority;

NOW THEREFORE, BE IT RESOLVED, that Patrick J. Zollo, President of the
Board of Commissioners of Upper Dublin Township, is hereby authorized to execute
Commonwealth of Pennsylvania, Department of Environmental Resources Form for
Application for Transfer of Permit to relinquish all the Township's rights, titles
and interest in Water Quality Management Permits to the Upper Dublin Municipal
Authority.

ENACTED into a Resolution this 13th day of March, A.D. 1984.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patrick J. Zollo President

Attest Nancy Warden Secretary

RESOLUTION NO. 1197

RESOLUTION ADOPTING A PERSONNEL MANUAL

WHEREAS, the Board of Commissioners engaged the services of a management consulting firm to evaluate the existing Township Personnel Policy Manual, adopted January 11, 1972, and amended January 14, 1975; and

WHEREAS, the consulting firm developed for consideration a contemporary and comprehensive document addressing operating policies and procedures as they relate to the hiring, orientation, training, maintenance and discipline of all township employees; and

WHEREAS, the Personnel Manual so developed has been modified by the Township Manager, with counsel, to make it more suitable to the needs of Upper Dublin Township; and

WHEREAS, this Personnel Manual shall act as a guide for Upper Dublin Township administration in the implementation of policies and procedures regarding the functioning of the Township with the Township employees;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners has reviewed and now accepts for immediate implementation the Upper Dublin Township Personnel Manual as prepared by Affirmative Personnel Planning Associates, as modified by the Township Manager, with counsel.

ADOPTED this 11th day of September, A.D. 1984.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By Patricia J. Falls
President

Attest Harry Ward
Secretary

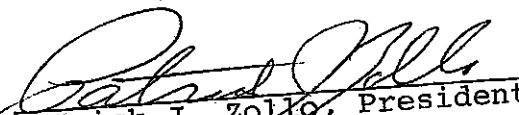
RESOLUTION NO. 1199

A RESOLUTION BY THE UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS PERTAINING TO ACT 600,
THE POLICE PENSION ACT.

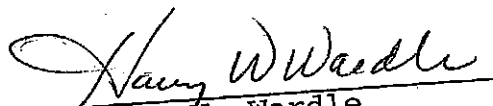
Be it resolved that, during the calendar
years 1983 and 1984, there will be no deductions
from Upper Dublin Police Officers' pay for the
purpose of the Upper Dublin Police Pension Plan
as per the provisions of Act 600, the Police
Pension Act of Pennsylvania.

Adopted this 11th day of April 1984.

Signed,


Patrick J. Zollo, President
Upper Dublin Township
Board of Commissioners

Attest:


Harry W. Wardle
Township Secretary