

UPPER DUBLIN TOWNSHIP RESOLUTIONS

| <u>No.</u> | <u>Date</u> | <u>Description</u> |
|------------|-------------|---|
| 1400 | 07/10/90 | Ratifies 1990 Municipal Waste Management Plan |
| 1401 | 08/14/90 | Jarrett Crossing Dedication |
| 1402 | 08/14/90 | Consortium Pooled Health Insurance |
| 1403 | 08/14/90 | Police Officers' contribution to pension plan |
| 1404 | 08/14/90 | Amends 537 Plan to include Fechtenburg Property(Norristown Rd) |
| 1405 | 08/14/90 | Extinguishment of 20 foot easement on Webster Lane |
| 1406 | 08/30/90 | Authorizes Upper Dublin Library construction referendum |
| 1407 | 08/30/90 | Binds Upper Dublin to election outcome on library issue |
| 1408 | 09/11/90 | Thanks Continental Bank for assistance in Transportation District Project |
| 1409 | 09/11/90 | Amends Civil Service Regulations |
| 1410 | 09/11/90 | Pennsylvania Avenue Culvert Cleaning |
| 1411 | 09/11/90 | Jarrettown Road Bridge Reimbursement Agreement |
| 1412 | 10/09/90 | Arrowhead Dedication |
| 1413 | 10/09/90 | Oaks Dedication |
| 1414 | 10/09/90 | Cheston Estates Dedication |
| 1415 | 10/09/90 | Deer Creek Dedication |
| 1416 | 10/09/90 | Flashing signal at Twining Valley Golf Club |
| 1417 | 11/13/90 | Tressler Drive Subdivision Dedication |
| 1418 | 11/13/90 | TVGC Liquor License Renewal |
| 1419 | 11/13/90 | Grant application for RIRA Funds (for North Hills Community Pool Bathhouse) |

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| 1420 | 12/11/90 | Adopts 1991 Budget |
| 1421 | 01/08/91 | Sets Township Engineer's fees for 1991 |
| 1422 | 01/08/91 | Approves signing of agreements to obtain Automobile Physical Damage Coverage through Delaware Valley Insurance Trust |
| 1423 | 01/08/91 | Public Works Inter-Municipal Agreement |
| 1424 | 02/12/91 | Holly Hill Dedication |
| 1425 | 02/12/91 | Chestnut Glen Dedication |
| 1426 | 02/12/91 | Dublin Glen Dedication |
| 1427 | 02/12/91 | Consortium Mutual Aid Agreement for Technical and Inspection Services |
| 1428 | 03/12/91 | Sanitary sewer easement for Brookwood |
| 1429 | 03/12/91 | Treetop Estates Dedication |
| 1430 | 04/09/91 | Mill Run Dedication |
| 1431 | 05/14/91 | Police officers' contribution to pension fund |
| 1432 | 06/11/91 | Amends 537 Plan to include Dresherbrook |
| 1433 | 06/11/91 | Support Little Neshaminy Creek Watershed |
| 1434 | 06/11/91 | Extinguishment of storm sewer easement on Thelma Lane (Highland Park) |
| 1435 | 07/09/91 | Amends Civil Service regulations re: forms |
| 1436 | 08/13/91 | Amends 537 Plan to include Highland Park II |
| 1437 | 08/13/91 | Township's intent to reimburse itself for Township Building addition |
| 1438 | 10/08/91 | Amends 537 plan to include Clean Machine Car Wash |
| 1439 | 10/08/91 | RIRA funding for Upper Dublin Community Pool |
| 1440 | 11/12/91 | Extension of PLCB License for TVGC |

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| 1441 | 11/12/91 | Renewal of PLCB License for TVGC |
| 1442 | 11/12/91 | RIRA funding for the North Hills Community Center |
| 1443 | 12/10/91 | Adopts 1992 budget |
| 1444 | 01/14/92 | Sets township engineer's review fees for 1992 |
| 1445 | 01/14/92 | Approves purchase of DVISCO sewage treatment plant |
| 1446 | 02/11/92 | Pinetown Road pump station diversion to Rapp Run Interceptor |
| 1447 | 02/11/92 | Upgrade in Ambler Sewer Line |
| 1448 | 02/11/92 | Pension vesting |
| 1449 | 02/11/92 | Non-uniformed pension – retirement at age 60 |
| 1450 | 02/11/92 | Changes officers on Liquor License for TVGC |
| 1451 | 03/10/92 | Brookwood Dedication |
| 1452 | 03/10/92 | PennDOT agreement re: manhole castings |
| 1453 | 03/24/92 | Authorizes DVISCO plant purchase |
| 1454 | 04/14/92 | Includes Meadowview Estates in 537 plan |
| 1455 | 04/14/92 | Community Development Grant Funding for Highland Ave sewer project |
| 1456 | 04/14/92 | Disposition of records |
| 1457 | 05/12/92 | Ten Pin Oaks Dedication of sanitary sewer easement – Lot No. 2 |
| 1458 | 05/12/92 | Ten Pin Oaks Dedication of sanitary sewer easement – Lot No. 3 |
| 1459 | 05/12/92 | Ten Pin Oaks Dedication of sanitary sewer easement – Lots 2&3 |
| 1460 | 05/12/92 | Ten Pin Oaks Dedication of roads |
| 1461 | 06/09/92 | Reinforces sewer connection fee at \$3,500.00 |
| 1462 | 06/09/92 | Smoking prohibition in Township Building |
| 1463 | 06/09/92 | Authorizes participation in County Purchasing Program |

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| 1464 | 07/07/92 | Amends Civil Service Rules and Regulations re: testing |
| 1465 | 07/14/92 | Dublin Hunt I Dedication |
| 1466 | 07/14/92 | Amends Civil Service Rules & Regulations re: Deputy Chief |
| 1467 | 08/11/92 | Participation in Consortium ADA Project (Americans with Disabilities) |
| 1468 | 08/11/92 | Upgrade Firearms Training System (FATS) |
| 1469 | 08/11/92 | Police training for Officer James Governa |
| 1470 | 09/08/92 | Delaware Avenue Bridge Reimbursement Agreement with PennDOT |
| 1471 | 09/08/92 | Amends Civil Service Rules & Regulations re: Amendment No. 6 |
| 1472 | 09/22/92 | Abington Sewage Treatment Plant Sewer Moratorium |
| 1473 | 09/22/92 | Ambler Sewage Treatment Plant Sewer Moratorium |
| 1474 | 09/22/92 | Upper Dublin Wastewater Treatment Plant Sewer Moratorium |
| 1475 | 10/13/92 | Extends Developer's Agreement for Ballantrae North |
| 1476 | 11/10/92 | PennDOT Agreement for Box Culvert Reimbursement |
| 1477 | 11/10/92 | Police Pension Contribution |
| 1478 | 11/10/92 | Amends Employee's Deferred Compensation by Mutual of New York |
| 1479 | 11/10/92 | TVGC Liquor License Renewal |
| 1480 | 12/15/92 | Adopts 1993 Budget |
| 1481 | 01/12/93 | Sets Township Engineer's Fees for 1993 |
| 1482 | 01/12/93 | Fort Washington Fields Complex Support |
| 1483 | 02/09/93 | Amends 537 Plant to include Upper Dublin Shopping Center |
| 1484 | 02/09/93 | Dedication of Fechtenburg Sewer Line (Norristown Rd Sewer Project) |

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| 1485 | 02/09/93 | Dedication of Hood Lane (Dublin Glen II) |
| 1486 | 02/09/93 | Dedication of Thornbury Lane (Dublin Glen II) |
| 1487 | 04/13/93 | Presentation of POW / MIA Flag |
| 1488 | 04/13/93 | Participation in State Cooperative Purchasing Program |
| 1489 | 04/13/93 | Commissioners' participation in benefit program |
| 1490 | 05/11/93 | Amends Act 247 plan to include Dublyn Estates |
| 1491 | 05/11/93 | Participation in Consortium Slurry Seal Bid |
| 1492 | 05/11/93 | Participation in Montgomery Co. Traffic Signal Grant Program |
| 1493 | 05/11/93 | Participation in Federal Highway Safety Grant (seatbelts) |
| 1494 | 06/08/93 | Includes Fort Washington Sewer Project (Whitemarsh Township) in 537 Plan |
| 1495 | 07/13/93 | DAVCO Agreement for Expansion |
| 1496 | 07/13/93 | Dedication of Daisy Lane (Houston Estates) |
| 1497 | 07/13/93 | Dedication of Storm Sewer easements in Houston Estates |
| 1498 | 07/13/93 | Dedication of Sanitary Sewer easements in Houston Estates |
| 1499 | 07/13/93 | Manager's residency outside Township |

RESOLUTION NO. 1400

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, RATIFYING THE 1990 PLAN REVISION TO THE MONTGOMERY COUNTY MUNICIPAL WASTE MANAGEMENT PLAN.

WHEREAS, pursuant to the request of the various municipalities within Montgomery County, Pennsylvania (the "County") and the County's independent authority under the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, Pa. Stat. Ann. tit. 35 #6018.101 et seq. (Purdon Supp. 1990) ("Act 97"), the County has developed a municipal waste management plan for solid waste disposal (the "Plan") in which the County has undertaken to assist such municipalities with the disposal of certain municipal waste so as to enable the County and the municipalities to fulfill their responsibilities as set forth in Act 97; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act of the Commonwealth of Pennsylvania, Act No. 101 of July 28, 1988, P.L. 336 ("Act 101"), was enacted in 1988 to empower and assign the duty to counties to develop municipal waste management plans and otherwise insure adequate capacity for permitted processing and disposal of the municipal waste which is generated within their boundaries and empowers, and assigns the duty to, each municipality other than a county to assure the proper and adequate transportation, collection and storage of, municipal waste generated within its boundaries; and

WHEREAS, on October 7, 1988, the Board of Commissioners of the County (the "County Board") submitted the plan (dated December, 1985), the Resource Recovery Feasibility Study for Solid Waste Districts 4, 5 and 6 (Western District) (dated November, 1985) and the Plan Supplement (dated July, 1988) to the Pennsylvania Department of Environmental Resources ("DER") in order to obtain "grandfather" status pursuant to Section 501(b) of Act 101, and

WHEREAS, Act 101 provides that the Plan may serve as the County's basic planning document for municipal waste management pending the effectuation of revisions to the Plan in accordance with the provisions of Section 501(c)(2) of Act 101, upon ratification of the Plan by more than one-half of the municipalities representing more than one-half of the County's population; and

WHEREAS, on May 15, 1989, after having been ratified by the municipalities within the County in accordance with Act 101, the Plan was determined by DER to have obtained "grandfather" status in accordance with Section 501(b) of Act 101; and

WHEREAS, in order to satisfy additional planning requirements under Section 501(C) of Act 101, the County Board has adopted revisions dated June, 1990 to the Plan (the "Plan Revision") which is to be ratified by more than one-half of the municipalities within the County representing more than one-half of the County's population; and

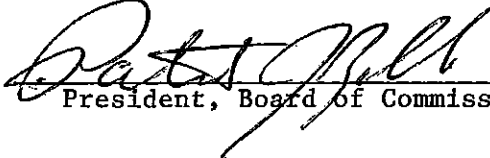
WHEREAS, this municipality has determined to ratify the Plan Revision;

NOW THEREFORE BE IT RESOLVED that this municipality does hereby ratify the Plan Revision dated June, 1990, prepared by Montgomery County pursuant to Section 501(C) of Act 101.

RESOLVED and ADOPTED this 10th day of July, 1990.


Signed:

UPPER DUBLIN TOWNSHIP



President, Board of Commissioners

Attest:



Township Secretary

(SEAL)

mg #488 July Term 1990
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2-80

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| REALTY TRANS. TAX PAID |
| STATE _____ |
| LOCAL _____ |
| PER 62 |

RESOLUTION
NO. 14D1

013169

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF LEXINGTON DRIVE, WINSLOW WAY, REVERE WAY AND THE NORTHWESTERLY BED OF JARRETTOWN ROAD ON PLAN OF SUBDIVISION OF "JARRETT CROSSING" LOCATED IN IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA

WHEREAS, the beds of Lexington Drive, Winslow Way, Revere Way and the Northwesterly bed of Jarrettown Road on Plan of Subidivision of "Jarrett Crossing" 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 Township 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 general 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 THOSE CERTAIN tracts or parcels of ground known as Lexington Drive, Winslow Way, Revere Way and the Northwesterly bed of Jarrettown Road on Plan of Subdivision of "Jarrett Crossing", Situate in Upper Dublin Township, Montgomery County,

CLERK OF COURTS
COUNTY OF MONTGOMERY
AUG 17 12 37 PM '90

90 AUG 17 PM 1:27

True and correct Copy
Certified from the record
This 17th Day of Aug. A.D. 19 90.

George J. Miller
Clerk of Courts

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 14th day of August, 1990.

Attest:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Gregory N. Klemick
Secretary

By:

Harry S. Long
Vice President

BOM: 4955PG 610

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 August 14, 1990, 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.

Gregory N. Klemick
Secretary

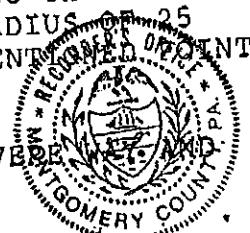
BORN 4955 PG 611

ALL THOSE CERTAIN LOTS OR TRACTS OF GROUND SITUATE IN THE TOWNSHIP OF UPPER DUBLIN, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A PLAN OF SUBDIVISION OF JARRETT CROSSING PREPARED FOR NICOLA CONSTRUCTION CO. BY STOUT, TACCONELLI AND ASSOCIATES, INC., DATED 3/10/1987, AND LAST REVISED ON 2/22/1988, AND RECORDED IN PLAN BOOK A-49 PAGE 245, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE ULTIMATE RIGHT OF WAY LINE OF JARRETTOWN ROAD (50 FEET WIDE ULTIMATE RIGHT OF WAY); SAID POINT BEING MEASURED ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 39.27 FEET FROM A POINT OF CURVATURE ON THE NORTHEASTERLY SIDE OF LEXINGTON DRIVE (50 FEET WIDE); THENCE EXTENDING FROM SAID POINT OF BEGINNING AND ALONG THE NORTHWESTERLY SIDE ULTIMATE RIGHT OF WAY LINE OF JARRETTOWN ROAD, THE (3) FOLLOWING COURSES AND DISTANCES, AS FOLLOWS, TO WIT: (1) NORTH 77 DEGREES 24 MINUTES 37 SECONDS EAST 14.30 FEET TO A POINT OF CURVATURE; THENCE (2) ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 775 FEET THE ARC DISTANCE OF 193.49 FEET TO A POINT OF TANGENCY; (3) NORTH 63 DEGREES 06 MINUTES 20 SECONDS EAST, 78.61 FEET TO A POINT, A CORNER; THENCE EXTENDING THROUGH THE BED OF JARRETTOWN ROAD SOUTH 48 DEGREES 13 MINUTES 09 SECONDS EAST, 22.59 FEET TO A POINT, A CORNER IN THE TITLE LINE OF JARRETTOWN ROAD; THENCE EXTENDING ALONG THE SAME, THE (2) FOLLOWING COURSES AND DISTANCES, AS FOLLOWS, TO WIT: (1) SOUTH 66 DEGREES 30 MINUTES 00 SECONDS WEST, 225.13 FEET TO A POINT OF ANGLE; THENCE (2) SOUTH 77 DEGREES 15 MINUTES 00 SECONDS WEST 838.20 FEET TO A POINT, A CORNER IN LINE OF LANDS NOW OR LATE OF JAMES B. GEPPERT; THENCE EXTENDING ALONG THE SAME NORTH 53 DEGREES 00 MINUTES 00 SECONDS WEST 25.77 FEET TO A POINT, A CORNER ON THE NORTHWESTERLY ULTIMATE RIGHT OF WAY LINE OF JARRETTOWN ROAD; THENCE EXTENDING ALONG THE SAME, THE (2) FOLLOWING COURSES AND DISTANCES, AS FOLLOWS, TO WIT: (1) NORTH 77 DEGREES 07 MINUTES 29 SECONDS EAST, 305.82 FEET TO A POINT; (2) NORTH 77 DEGREES 24 MINUTES 37 SECONDS EAST, 379.86 FEET TO A POINT OF CURVATURE; THENCE EXTENDING ALONG THE SAME ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE SOUTHWESTERLY SIDE OF LEXINGTON DRIVE; THENCE EXTENDING ALONG THE SAME THE (3) FOLLOWING COURSES AND DISTANCES, AS FOLLOWS, TO WIT: (1) NORTH 12 DEGREES 35 MINUTES 23 SECONDS EAST 39.18 FEET TO A POINT OF CURVE; (2) ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 125 FEET THE ARC DISTANCE OF 77.73 FEET TO A POINT OF TANGENCY; (3) NORTH 48 DEGREES 13 MINUTES 09 SECONDS WEST, 753.57 FEET TO A POINT OF CURVATURE; THENCE EXTENDING ALONG THE SAME ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE SOUTHEASTERLY SIDE OF WINSLOW WAY (50 FEET WIDE); THENCE EXTENDING ALONG THE SAME, THE 2 FOLLOWING COURSES AND DISTANCES AS FOLLOWS, TO WIT: (1) SOUTH 41 DEGREES 46 MINUTES 51 SECONDS WEST 363.40 FEET TO A POINT OF CURVE; (2) ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 50 FEET THE ARC DISTANCE OF 52.36 FEET TO A POINT OF REVERSE CURVATURE ON THE

SOUTHEASTERLY SIDE CUL-DE-SAC OF WINSLOW WAY THENCE EXTENDING PARTLY ALONG THE SOUTHEASTERLY SIDE CUL-DE-SAC OF WINSLOW WAY AND CHANGING OVER TO THE NORTHWESTERLY SIDE CUL-DE-SAC OF WINSLOW WAY ON THE ARC OF A CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 50 FEET THE ARC DISTANCE OF 209.44 FEET TO A POINT OF TANGENCY ON THE NORTHWESTERLY SIDE OF WINSLOW WAY; THENCE EXTENDING ALONG THE SAME NORTH 41 DEGREES 46 MINUTES 51 SECONDS EAST, 450.00 FEET TO A POINT OF CURVE; THENCE EXTENDING ALONG THE SAME ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 39.27 FEET TO A POINT OF REVERSE CURVATURE ON THE SOUTHWESTERLY SIDE OF LEXINGTON DRIVE; THENCE EXTENDING PARTLY ALONG THE SOUTHWESTERLY SIDE OF LEXINGTON DRIVE AND CHANGING OVER TO THE NORTHWESTERLY SIDE OF LEXINGTON DRIVE ON THE ARC OF A CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 175 FEET THE ARC DISTANCE OF 274.89 FEET TO A POINT OF TANGENCY ON THE NORTHWESTERLY SIDE OF LEXINGTON DRIVE; THENCE EXTENDING ALONG THE SAME NORTH 41 DEGREES 46 MINUTES 51 SECONDS EAST, 75.00 FEET TO A POINT, A CORNER IN LINE OF LANDS NOW OR LATE OF WILLIAM H. STARKE; THENCE EXTENDING ALONG THE SAME SOUTH 48 DEGREES 13 MINUTES 09 SECONDS EAST, 50.00 FEET TO A POINT, A CORNER ON THE SOUTHEASTERLY SIDE OF LEXINGTON DRIVE; THENCE EXTENDING ALONG THE SAME SOUTH 41 DEGREES 46 MINUTES 51 SECONDS WEST, 75.00 FEET TO A POINT OF CURVATURE; THENCE EXTENDING PARTLY ALONG THE SOUTHEASTERLY SIDE OF LEXINGTON DRIVE AND CHANGING OVER TO THE NORTHEASTERLY SIDE OF LEXINGTON DRIVE ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 125 FEET THE ARC DISTANCE OF 196.35 FEET TO A POINT OF TANGENCY ON THE NORTHEASTERLY SIDE OF LEXINGTON DRIVE; THENCE EXTENDING ALONG THE SAME SOUTH 48 DEGREES 13 MINUTES 09 SECONDS EAST 388.67 FEET TO A POINT OF CURVATURE; THENCE EXTENDING ALONG THE SAME ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE NORTHWESTERLY SIDE OF REVERE WAY (50 FEET WIDE); THENCE EXTENDING ALONG THE SAME NORTH 41 DEGREES 46 MINUTES 51 SECONDS WEST, 175.00 FEET TO A POINT, A CORNER IN LINE OF LANDS NOW OR LATE OF WILLIAM H. STARKE; THENCE EXTENDING ALONG THE SAME SOUTH 48 DEGREES 13 MINUTES 09 SECONDS EAST, 50.00 FEET TO A POINT, A CORNER ON THE SOUTHEASTERLY SIDE OF REVERE WAY; THENCE EXTENDING ALONG THE SAME SOUTH 41 DEGREES 46 MINUTES 51 SECONDS WEST, 175.00 FEET TO A POINT OF CURVE; THENCE EXTENDING ALONG THE SAME ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE NORTHEASTERLY SIDE OF LEXINGTON DRIVE; THENCE EXTENDING ALONG THE SAME THE (3) FOLLOWING COURSES AND DISTANCES AS FOLLOWS, TO WIT: (1) SOUTH 48 DEGREES 13 MINUTES 09 SECONDS EAST, 365.57 FEET TO A POINT OF CURVATURE; (2) ON THE ARC OF A CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 175 FEET THE ARC DISTANCE OF 108.82 FEET TO A POINT OF TANGENCY; (3) SOUTH 12 DEGREES 35 MINUTES 23 SECONDS WEST, 39.18 FEET TO A POINT OF CURVATURE; THENCE EXTENDING ALONG THE SAME ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 39.27 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

BEING THE BEDS OF LEXINGTON DRIVE, WINSLOW WAY, REVERE WAY, AND THE NORTHWESTERLY BED OF JARRETTOWN ROAD.



Lex → 54 - 00 - 90078 - 00 - 3
 Winslow → 54 - 00 - 9-0082 - 00 - 8
 Revere → 54 - 00 - 90086 - 00 - 4

REGISTERED

to Mr. 300 of P
 8-17-90

CLERK of COURTS

NORRISTOWN, MONTGOMERY COUNTY, PA

61241

Date Aug. 16 19 90

Defendant _____

Case No. _____

Check # 21071

Received from (NAME)

Jenkins, Tarquini + Jenkins

| | AMOUNT |
|--|-----------------|
| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
| <input type="checkbox"/> Lab | |
| <input type="checkbox"/> BW | |
| <input type="checkbox"/> Add'l D.A. Costs | |
| <input type="checkbox"/> Drug/Alcohol | |
| <input type="checkbox"/> State Costs | |
| <input type="checkbox"/> State Fine | |
| <input type="checkbox"/> E.M.S. | |
| <input type="checkbox"/> District Justice | |
| <input type="checkbox"/> Township Fines | |
| <input type="checkbox"/> Restitution | |
| <input type="checkbox"/> Refund | |
| <input checked="" type="checkbox"/> Other Fees (specify) <i>Resolution # 488 1401?</i> | <i>\$ 10.00</i> |
| <input type="checkbox"/> Short/Over | |
| <input type="checkbox"/> Pvt. Det. Lic. | |

CLERK *Cileen Stagliano* *\$ 10.00*

CUSTOMER COPY

Moore © Flatpakit © - Patented 306

RESOLUTION NO. 1402

WHEREAS, the Pennsylvania Department of Community Affairs has agreed to fund an intermunicipal cooperative project to study the feasibility of forming a pooled health insurance program, and

WHEREAS, Upper Moreland Township agrees to be the lead municipality for the Montgomery County Consortium of Communities for the purpose of grant administration, and

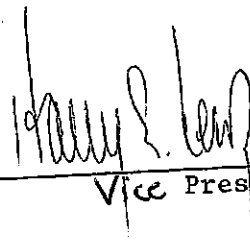
WHEREAS, the grant is for \$5,000.00 with a fifty percent (50%) matching fund requirement, and

WHEREAS, each participating community will contribute to the Consortium's share of the grant (\$5,000.00) on a pro-rated basis.

NOW, THEREFORE, BE IT RESOLVED that Upper Dublin Township agrees to pay the Montgomery County Consortium of Communities a pro-rated share of the matching portion of the grant program based on the number of employees eligible for participation in that municipality's health benefit plan.

RESOLVED this 14th day of August, 1990 by the Board of Commissioners of Upper Dublin Township.

Signed:



Vice President

Attest:

Gregory N. Klemick
Secretary

RESOLUTION NO. 1403

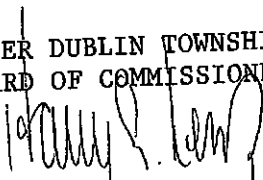
WHEREAS, the Police Department in their present Labor Agreement negotiated a reduced police officers contribution to the pension, and

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 1990 a one and one-half (1-1/2%) percent deduction shall be made from all police officers total compensation, which will be paid into the pension fund.

RESOLVED, this 14th day of August 1990.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS


Harry E. Lenz, Vice President

ATTEST:


Gregory N. Klemick, Secretary

RESOLUTION NO. 1404

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, 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, David Fechtenburg has proposed the development of a parcel of land identified as the David Fechtenburg Land Development, and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by Community sewage systems, and

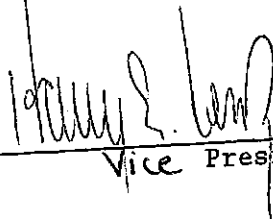
WHEREAS, the municipality has reviewed the Planning Module Land Development for the proposed subdivision and has determined that the proposed method of sewage disposal does not conform to and is not included in the approved "Official Plan" of Upper Dublin Township.

WHEREAS, Upper Dublin Township finds that the subdivision described in the attached Planning Module for Land Development conforms to applicable zoning, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as 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).

ADOPTED this 14th day of August, 1990.

By:



Vice President

Attest:



Secretary

RESOLUTION NO. 1405

A RESOLUTION FOR THE EXTINGUISHMENT OF A 20-FOOT WIDE DRAINAGE EASEMENT ON WEBSTER LANE WITHIN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

Whereas, On the approved plan of development for Timber's Edge, Upper Dublin, prepared by C. Raymond Weir & Associates for Willow Grove Construction Company approved April 11, 1968, a certain 20-foot drainage easement is shown running across the properties now owned by Theresa McCreavy, Michael P. O'Malley and Theresa O'Malley, Maurice F. O'Neill, Jr., and Susan O'Neill and Joseph V. Alexander and Constance Alexander, granted for the use and benefit of the Township.

Whereas, It is the opinion of the Township that such drainage easement is no longer necessary or useful for the convenience and protection of the public.

Whereas, The Township desires to remove the easement and any accompanying restrictions from the lands of the aforesaid owners.

Therefore, be it:

Resolved, That the Township extinguish and vacate the 20-foot drainage easement as more fully described in Exhibit A and release all of the Township's right, title and interest in such easement to the individual property owners.

Further Resolved, That the Township execute an Agreement for the extinguishment of said easement with the property owners and cause such agreement to be recorded with the office of the Recorder of Deeds in and for Montgomery County.

Resolved, this 14th day of August, 1990.

TOWNSHIP OF UPPER DUBLIN
Board of Commissioners

[Seal]
Attest:

Gregory N. Klemick
Secretary

By:

Harry L. King
Vice President

RESOLUTION NO. 1406

A RESOLUTION AUTHORIZING AN ELECTION TO BE HELD IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA, TO DETERMINE WHETHER THE COMMISSIONERS SHOULD BE AUTHORIZED TO CONSTRUCT A BUILDING ON ITS PROPERTY AT MONDAUK MANOR TO PERMANENTLY HOUSE THE UPPER DUBLIN PUBLIC LIBRARY AT A COST NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND (\$3,500,000) DOLLARS, FINANCED BY A LONG-TERM BOND ISSUE, WITH THE DECISION TO BE BINDING ON THE TOWNSHIP.

WHEREAS, over the last decade the Township has rented space in the Sandy Run Elementary School for use by the Upper Dublin Library, and

WHEREAS, with the recent increase in the school population the School District is in need of all available space to house its students, including the area occupied by the library, and

WHEREAS, the demand for library facilities has increased to such an extent that the library board has requested the Commissioners to erect a building for this sole purpose, rather than be forced to rent another facility, and

WHEREAS, due to the expense involved in providing the facility, the Commissioners feel the qualified voters should decide the issue,

NOW, THEREFORE, BE IT RESOLVED:

1. That an election be authorized to be held in the Township of Upper Dublin, Montgomery County, Pennsylvania, at the general election on November 6, 1990, to determine whether the Commissioners should construct a building to house the local library at a cost not to exceed Three Million Five Hundred Thousand (\$3,500,000) Dollars on property owned by the Township at Mondauk Manor on Camp Hill Road.

2. The Township Secretary shall forthwith file a certified copy of this Resolution with the Montgomery County Board of Elections, together with a copy of the question to be submitted to the electors, which shall be as follows:


Are you in favor of Upper Dublin Township erecting a building on property owned by the Township at Mondauk Manor, Camp Hill Road, to permanently house the Upper Dublin Public Library at a cost not to exceed Three Million Five Hundred (\$3,500,000) Dollars, financed through a long-term bond issue? By Resolution adopted on August 30, 1990 the Commissioners voted to be bound by the result of the election.

RESOLVED this 30th day of August, 1990.

COMMISSIONERS OF UPPER DUBLIN TOWNSHIP

BY: 
President

Attest:


Secretary

UPPER DUBLIN TOWNSHIP

QUESTION TO BE SUBMITTED TO THE ELECTORS

Are you in favor of Upper Dublin Township erecting a building on property owned by the Township at Mondauk Manor, Camp Hill Road, to permanently house the Upper Dublin Public Library at a cost not to exceed Three Million Five Hundred Thousand (\$3,500,000) Dollars financed through a long-term bond issue? By a resolution adopted on August 30, 1990 the Commissioners voted to be bound by the result of the election.

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 August 30, 1990, 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.

By:

Date: 9-4-90

Gregory N. Klemick
Secretary

RESOLUTION NO. 1407

A RESOLUTION MANDATING THE COMMISSIONERS OF UPPER DUBLIN TOWNSHIP TO BE BOUND BY THE DECISION OF THE ELECTORATE RESPECTING THE CONSTRUCTION OF A BUILDING TO HOUSE THE LOCAL LIBRARY.

WHEREAS, the Board has by Resolution No. 1406 asked the Board of Elections of Montgomery County to place on the ballot of the General Election to be held November 6, 1990, the question as to whether a building should be constructed to house the local library; and

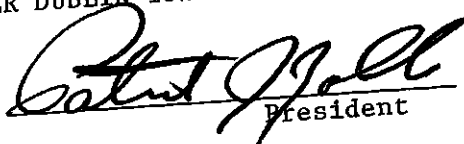
WHEREAS, it is the position of the Board that the decision of the qualified electorate should be final on this question.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township shall be bound by the decision of the qualified electorate as to whether or not a building should be constructed on Township property in Mondauk Manor to house the local library.

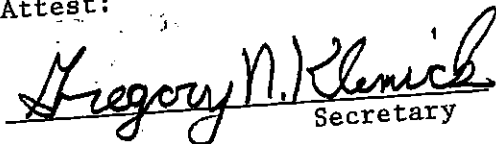
RESOLVED this 30th day of August 1990.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By:


President

Attest:


Secretary

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 August 30, 1990 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.

9-4-90

Gregory N. Klemick
secretary

RESOLUTION NO. 1408

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN HONORING AND THANKING CONTINENTAL BANK FOR ITS HELP AND COOPERATION IN THE DEVELOPMENT AND IMPROVEMENTS TO THE TRAFFIC DEVELOPMENT DISTRICT IN FORT WASHINGTON.

The Board of Commissioners, for themselves and the residents of the Township of Upper Dublin, wish to show their appreciation to Continental Bank for its actions regarding the Traffic Development District; and

Whereas, a branch office of Continental Bank is located within the Traffic Development District in Fort Washington; and

Whereas, Continental Bank was instrumental in expediting the Township's acquisition of the right-of-ways necessary for the improvements to Pennsylvania Avenue and Commerce Drive; and

Whereas, Continental Bank has been a leader of the businesses located within the Traffic Development District and demonstrated this leadership by its prompt payment of the assessments for the improvements to the District; and

Whereas, Continental Bank has encouraged the continued development of the Traffic Development District by maintaining good communications with the Township and its employees and encouraging other businesses to do the same; and

Whereas, the improvements constructed within the Traffic Development District have enhanced safety and eased congestion and will benefit all of the businesses located within the District.

Now, Therefore, be it Resolved, that the Board of Commissioners extend to Continental Bank, its officers and employees, their appreciation and gratitude for the outstanding community involvement of Continental Bank and all of its assistance in the improvements to the Traffic Development District.

Resolved This 11th day of September, 1990.

TOWNSHIP OF UPPER DUBLIN
Board of Commissioners

[Seal]
Attest: Gregory M. Klemick
Secretary

By: Robert J. Roll
President

RESOLUTION NO. 1409

WHEREAS, Article XIII. Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township, and

WHEREAS, the Civil Service Commission has adopted and recommended the approval of Amendment No. 2 by the Board of Commissioners of Upper Dublin Township, and

WHEREAS, Amendment No. 2 changes "ARTICLE VI, POLYGRAPH, SECTION 603"
FROM:

"603. Testing Procedure

The examiner shall ask questions based on the information contained in the Personal Data Questionnaire. Before administering the test, the examiner shall ask each applicant whether there is any more information related to the Personal Data Questionnaire which the applicant would like to provide. There shall also be a post-test review, during which the examiner shall again ask the applicant, if deception is indicated, whether there is any information which the applicant is withholding."

TO:

"603. Testing Procedure

The examiner shall ask questions based on the information contained in the applicable Personal Data Questionnaire. Before administering the test, the examiner shall ask each applicant whether there is any more information relating to the applicable Personal Data Questionnaire which the applicant would like to provide. There shall also be a post-test review, during which the examiner shall again ask the applicant, if deception is indicated, whether there is any information which the applicant is withholding."

AND, WHEREAS, Amendment No. 2 also changes ARTICLE XII, COMMISSION FORMS, SECTION 1201 FROM:

"1202. Forms

The following numbered forms and their titles become the official forms of the Commission and a part of the Rules and Regulations of the Commission, a copy of which may be obtained from the Secretary of the Commission:

1. Log - Applicants
2. Examination Announcement
3. Examination Announcement - Advertising Proof
4. Application for Examination - Police Officer

5. Waiver
6. Polygraph Release
7. Personal Data Questionnaire
8. Notice for Oral Interview - Top Ranking Candidates
9. Notice for Oral Interview - Low Ranking Candidates
10. Notice of Medical Examination
11. Report of Medical Evaluation
12. Notice of Psychological Evaluation
13. Notice of Polygraph Examination
14. Polygraph Information Sheet
15. Polygraph Regulations
16. Report of Polygraph Examiner
17. Notice to Applicants - Pass Polygraph
18. Notice to Applicants - Fail Polygraph; Request for Second Test
19. Notice to Applicants - Fail Polygraph; Appeal for Third Test
20. Certification Notice."

TO:

"1202. Forms

The following numbered forms and their titles become the official forms of the Commission and a part of the Rules and Regulations of the Commission, a copy of which may be obtained from the Secretary of the Commission:

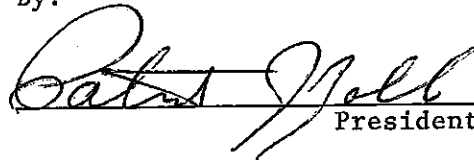
1. Log - Applicants
2. Examination Announcement
3. Examination Announcement - Advertisement Proof
4. Application for Examination - Police Officer
5. Waiver
6. Polygraph Release
7. Personal Data Questionnaire - Entry Level
8. Personal Data Questionnaire - Promotion
9. Notice for Oral Interview - Top Ranking Candidates
10. Notice for Oral Interview - Low Ranking Candidates
11. Notice of Medical Examination
12. Report of Medical Evaluation
13. Notice of Psychological Evaluation
14. Notice of Polygraph Examination
15. Polygraph Information Sheet
16. Polygraph Regulations
17. Report of Polygraph Examiner
18. Notice of Applicants - Pass Polygraph
19. Notice of Applicants - Fail Polygraph; Request for Second Test
20. Notice to Applicants - Fail Polygraph; Appeal for Third Test
21. Certification Notice."

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 2 to the Rules and

Regulations of the Civil Service Commission in accordance with a copy hereto attached and made a part of this resolution.

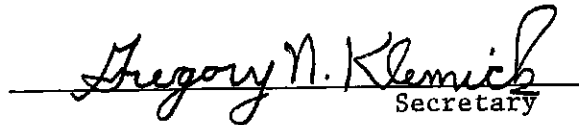
ADOPTED this 11th day of September 1990 at a regular stated meeting of the Board of Commissioners.

By:



President

Attest:



Secretary

RESOLUTION NO. 1410

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 Commissioners 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, 1990.

UPPER DUBLIN TOWNSHIP

Robert J. Hill
President

Attest:

Gregory N. Klemick
Secretary

I, Gregory N. Klemick, Township Secretary 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 September, 1990.

9/19/90
Date

Gregory N. Klemick
Gregory N. Klemick
Township Manager

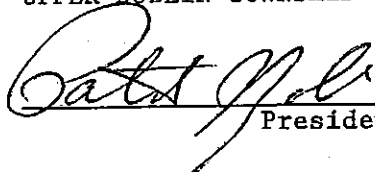
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RESOLUTION NO. 1410

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 Commissioners 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.

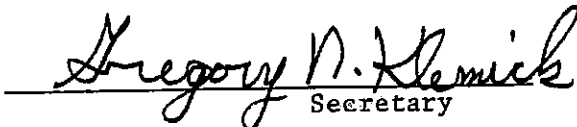
ADOPTED this 11th day of September, 1990.

UPPER DUBLIN TOWNSHIP



President

Attest:

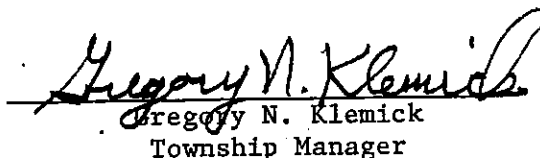


Secretary

I, Gregory N. Klemick, Township Secretary 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 September, 1990.

9/19/90

Date



Gregory N. Klemick
Township Manager

Culbert, 11/10/61

MAINTENANCE SERVICES

AGREEMENT NO. _____

THIS AGREEMENT, made and entered into the _____ day of _____, 19____, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

and the TOWNSHIP OF UPPER DUBLIN of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY;

W I T N E S S E T H:

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in Act of May 29, 1945, P.L. 1108; Act of June 1, 1945, P.L. 1242 and the Act of September 18, 1961, P.L. 1389, as supplemented and amended; and,

WHEREAS, under the provisions of Act 1985-92, the Department of Transportation of the Commonwealth of Pennsylvania may, in the discretion of the Secretary, enter into agreements with

municipalities for the latter to perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof, located within the municipal boundaries of the municipality; and,

WHEREAS, the COMMONWEALTH is desirous of obtaining the assistance of the MUNICIPALITY to carry out certain minor routine maintenance on the State highways listed below; and,

WHEREAS, the MUNICIPALITY has the equipment, materials, and personnel available and ready to perform all the items of repair and maintenance as listed on Exhibit "B", which is attached to and made a part of this agreement, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these repair and maintenance functions subject to payment by the COMMONWEALTH as set forth in the List of Prices on Exhibit "B".

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following conditions:

1. The MUNICIPALITY will, using equipment owned or leased by the MUNICIPALITY and using its own material and personnel, in

accordance with all applicable Department of Transportation Publication 408 Specifications, policies and procedures set forth in the MORIS Highway Maintenance Foreman Manual, Publication 113, which is incorporated herein by reference as though physically attached, and in a good and workmanlike manner, perform the minor routine maintenance items at the amounts set forth in the List of Prices, all as set forth in Exhibit "B", which is attached to and made a part of this Agreement, on the State highways located within the municipal boundaries of the MUNICIPALITY, and as listed on Exhibit "A", which is attached to and made a part of this Agreement.

2. The COMMONWEALTH will pay the MUNICIPALITY for all authorized work performed on the items contracted for in Exhibit "B".

(a) Except as provided in (c) below, lump sum items will be paid on a quarterly basis.

(b) Items performed on a unit price basis will be paid in accordance with Paragraph 9 below.

(c) The COMMONWEALTH will pay the MUNICIPALITY within sixty (60) days after receipt of a certified invoice and in the event any such invoice is not paid within sixty (60) days of receipt thereof, the COMMONWEALTH shall pay interest at the rate of six (6%) percent per annum on the amount due up to the date payment is received.

3. It is understood that the MUNICIPALITY undertakes the responsibilities as an independent contractor and is not to be considered the employee of the COMMONWEALTH for purposes of performance of work under this agreement. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of employees of the MUNICIPALITY during the performance of this agreement.

4. It is agreed by the parties hereto, that this Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on September 30, 1991, unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations, except liability for claims arising from MUNICIPALITY's performance and damages incurred by the COMMONWEALTH shall cease. In the event of termination, the MUNICIPALITY shall be paid for work performed to the date of termination.

5. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the MORIS Highway Maintenance Foreman Manual, which is incorporated herein by reference as though physically attached. Such work shall

be subject to inspection by Department of Transportation representative within sixty (60) days of completion of said work. If, upon inspection, certain work is found not to be in general conformance with the specifications, policies and procedures of the COMMONWEALTH, and is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.

6. The MUNICIPALITY agrees to comply with the provisions of the state non-discrimination clause, which is attached as Exhibit "C" and made a part of this Agreement.

7. (a) Within ten (10) days after effective date of this Agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, specifically to the Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after filing said proposed program unless notified to the contrary.

(b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program. Work may proceed under such a supplemental or amended work program five (5) working days after filing unless notified to the contrary.

(c) In the event, however, that an emergency situation arises, in the opinion of the MUNICIPALITY and the COMMONWEALTH, the Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary work. Such authorization shall be confirmed in writing. Any such emergency work shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this Agreement.

8. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during performance of its responsibilities under this Agreement. This shall be done in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the Department shall make available to the MUNICIPALITY upon request.

9. The MUNICIPALITY may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice was performed properly, specifically in accordance with specifications, policies and procedures set forth in this Agreement.

10. It is understood between the parties that the maximum amount payable under this agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of 2,380 dollars, without a written supplemental agreement signed by both parties.

IN WITNESS WHEREOF, the parties here to have caused these presents to be executed, attested and sealed by their authorized officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

Signature Date

Title
(SEAL)

ATTEST:

Gregory N. Klemick
Signature Date

Top Manager
Title
(SEAL)

APPROVED AS TO LEGALITY
AND FORM

Signature Date

Chief Counsel

Signature Date

Attorney General
Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BY

Signature Date

Secretary of Transportation
Title

MUNICIPALITY Upper Dublin Twp

Federal Identification No. 23-6003042

BY X [Signature] 9-20-90
Signature Date

Pres. Bd of Commissioners
Title

RECORDED NO. _____
Certified Funds Available Under
Activity Program _____

SYMBOL _____

AMOUNT _____

BY _____
Signature Date

Comptroller
Title

APPROVED FOR
OFFICE OF THE BUDGET

BY _____
Signature Date

Comptroller
Title

EXHIBIT A

PENNSYLVANIA AVE.
BR 2027

EXHIBIT B

CLEAN 4' X 6' CULVERT
100 FT. @ \$23.80/FT.
TOTAL COST OF \$2380

EXHIBIT "C"

CC-4297A (4-84)

**COMMONWEALTH NONDISCRIMINATION CLAUSE
(All Contracts)**



During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training pro-

gram or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

9-11-90
DATE

Upper Dublin Twp
BY: *[Signature]*
Sd. of Commissioners
SIGNATURE AND TITLE

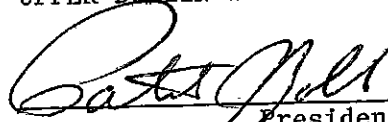
EXHIBIT _____

RESOLUTION NO. 1411

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 Commissioners be authorized and directed to enter into the attached Agreement and the Secretary be authorized and directed to attest the same.


ADOPTED this 11th day of September 1990.

UPPER DUBLIN TOWNSHIP



President

Attest:



Secretary

I, Gregory N. Klemick, Township Secretary of the Township of Upper Dublin, Montgomery County, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Commissioners held on September 11, 1990.

9/19/90
Date



Gregory N. Klemick
Township Manager

COMMONWEALTH OF PENNSYLVANIA

SUPPLEMENTAL
GENERAL REIMBURSEMENT AGREEMENT
For Non-Federal-Aid Highway Projects

COUNTY Montgomery PROGRAM 064L005
MUNICIPALITY Upper Dublin Township AGREEMENT NO. 064019B

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____
day of _____, 198 , by and between the Commonwealth of Pennsylvania,
acting through the Pennsylvania Department of Transportation, hereinafter called
COMMONWEALTH,

and
the Township of Upper Dublin, a political subdivision in the
County of Montgomery, of the Commonwealth of Pennsylvania, acting through
its proper officials, hereinafter called MUNICIPALITY:

W I T N E S S E T H:

WHEREAS, COMMONWEALTH and MUNICIPALITY under date of April 18, 1989
entered into an Agreement designated in the COMMONWEALTH'S files as No. 064019A,
wherein the COMMONWEALTH and MUNICIPALITY agreed to participate in a Non-Federal-Aid
Highway Program to improve Jarrettown Road Bridge; and,

WHEREAS, the design, right of way, and construction of said improvements to
Jarrettown Road over tributary of Rapp Run have shown that the project costs will
be different from those shown in Agreement No. 064019A; and,

WHEREAS, by COMMONWEALTH and MUNICIPALITY - desirous of supplementing Agreement No. 064019A to all for the additional costs.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing promises and mutual promises hereinafter set forth with the intention of being legally bound hereby, agree as follows:

- 1 - The estimated cost of design as shown in Exhibit A of Agreement No. 064019A is revised from the amount of eleven thousand five hundred (\$11,500.00) dollars to the amount of twenty two thousand (\$ 22,000.00) dollars.
- 2 - The estimated cost of Right of Way as shown in Exhibit A of Agreement No. 064019A is revised from the amount of five thousand five hundred (\$ 5,500.00) dollars to the amount of three thousand (\$ 3,000.00) dollars.
- 3 - The estimated cost of Construction as shown in Exhibit A of Agreement No. 064019A is revised from the amount of one hundred thirteen thousand five hundred (\$ 113,500.00) dollars to the amount of one hundred sixteen thousand (\$ 116,000.00) dollars.
- 4 - Exhibit A of Agreement No. 064019A is hereby revised in accordance with Exhibit AA attached hereto and made a part hereof.
- 5 - Paragraph 10 (b) of Agreement No. 064019 is hereby revised of follows:

The COMMONWEALTH will pay the MUNICIPALITY for all but the MUNICIPALITY's share of the project costs to the extent of 80 (%) percentum up to a maximum of \$ 112,800.00 for design, right-of-way acquisition, allowable utility relocation and construction costs. (Refer to exhibit "AA")

- 6 - All other provisions of Agreement No. 064019A shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Signature _____ Date _____

Title _____
(Seal)

ATTEST:

Hugon N. Klemich
Signature _____ Date _____

Trp. Mgr.
Title _____
(Seal)

by Signature _____ Date _____

Title _____

(MUNICIPALITY)

by *Pat Jell* 9-11-90
Signature _____ Date _____

Pres. Bd. of Commissioners
Title _____

APPROVED AS TO LEGALITY AND FORM

by Signature _____ Date _____

Chief Counsel
Title _____

by Signature _____ Date _____

Deputy Attorney General
Title _____

PRELIMINARILY APPROVED

by Signature _____ Date _____

Title _____

Recorded No. _____

Certified Funds Available Under
Activity Program _____

Symbol _____

Amount \$ _____

by Signature _____ Date _____

Title _____

APPROVED FOR:
Office of
Budget and Administration

by Signature _____ Date _____

Title _____

EXHIBIT "AA"

PROJECT COSTS
NON-FEDERAL AID

| | Municipality Incurred Costs | Department Incurred Costs |
|---|--------------------------------|------------------------------|
| Design | \$ 22,000.00 | \$ 500.00 |
| Right of Way and Utilities | \$ 3,000.00 | \$ 500.00 |
| SUBTOTAL (Design, Right-of-Way Utilities) | \$ 25,000.00 | \$ 1,000.00 |
| Construction & Inspection | \$ 116,000.00 | \$ 1,000.00 |
| TOTAL PROJECT COST | \$ 141,000.00 | \$ 2,000.00 |

COST SHARING
MUNICIPALITY INCURRED COSTS

| | | <u>Supplemental Agreement Reference</u> |
|-------------------------------------|-----------------------|---|
| <u>Commonwealth Share</u> | | |
| Design, Right-of-Way, Utilities | \$ 20,000.00 (80 %) | Par. 2(b) |
| Construction & Inspection | \$ 92,800.00 (80 %) | Par. 7(b) |
| TOTAL DEPARTMENT SHARE | \$ 112,800.00 | |
| <u>Municipal Share</u> | | |
| Design, Right-of- Way, Utilities | \$ 5,000.00 (20%) | |
| Construction & Inspection | \$ 23,200.00 (20%) | |
| TOTAL MUNICIPAL SHARE | \$ 28,200.00 | |

COST SHARING
COMMONWEALTH INCURRED COSTS

| | | |
|------------------|-------------|----------|
| Department Share | \$ 1,600.00 | (80 %) |
| Municipal Share | \$ 400.00 | (20 %) |
| TOTAL | \$ 2,000.00 | |

COUNTY Montgomery

MUNICIPALITY Upper Dublin Township

PROJECT NAME Jarrettown Road Bridge

Misc # 652 Oct Term 1990

| |
|------------------------|
| REALTY TRANS. TAX PAID |
| STATE _____ |
| LOCAL _____ |
| PER _____ |

*4500
500
200*

RESOLUTION
No. 1412

A RESOLUTION ACCEPTING DEEDS OF DEDICATION OF THE BED OF ARROWHEAD TRAIL AND SANITARY AND STORM SEWER LINES LOCATED IN "ARROWHEAD," TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the bed of Arrowhead Trial, on Plan of Property of "Arrowhead," 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 Township 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 lines constructed thereunder; and

WHEREAS, in the judgment of the Commissioners, said roads or streets are necessary for the convenience of the general 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 tracts are as follows:

ALL THOSE CERTAIN tracts or parcels of ground known as the bed of Arrowhead Trial and the sanitary and storm sewer lines located in "Arrowhead"

54-00-90121-00-5

REGISTERED

BOOK: 4961 PG 663

*- 2000
10-23-90*

017045

1990 OCT 23 PM 12:04

R

Subdivision, Situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibits "A", "B" and "C", attached hereto and made a part hereof.

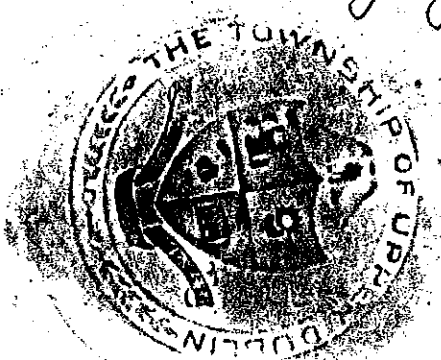
SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the laws 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 October 1990.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By *[Signature]* President

Attest *Gregory N. Klomick*
Secretary



True and correct Copy
Certified from the record
This 12 Day of Oct. A.D. 1990
[Signature]
Clerk of Courts

BOOK 496 PG 664

ARROWHEAD TRAIL

ALL THAT CERTAIN strip or parcel of land situate in Upper Dublin Township, Montgomery County, PA., as shown on the dedication plan of Arrowhead Trail, prepared for Arrowhead Homeowners Association, dated March 13, 1990, as prepared by Weir and Associates, Inc., Civil Engineers and Surveyors, Ambler, PA., bounded and described as follows to wit:

BEGINNING AT THE POINT of intersection of the Southeasterly right-of-way line of Tennis Avenue, 50 feet wide, that is to say 30 feet to the Southeast, 20 feet to the Northwest of the centerline of the original 40 foot road, and the Northeasterly right-of-way line of Arrowhead Trail, which said point of BEGINNING is located North 38 degrees 32 minutes 40 seconds East, 32.05 feet from a point on the centerline of the same, which last

A - 1

Exhibit "A"

said point is located South 51 degrees 12 minutes 10 seconds East, 30 feet from the intersection of the centerline of Arrowhead Trail with the centerline of Tennis Avenue aforementioned, which last point is located South 38 degrees 32 minutes 40 seconds West, 185 feet from the intersection of the centerline of Tennis Avenue with the Southwesterly right-of-way line of the 309 Expressway (LR 782); Thence from the point of BEGINNING thru the Arrowhead Homeowners Association land of which this is a part and along the face of the railroad tie curbing, the following twenty-two courses and distances to wit: 1. By a curved line bearing to the left in a Southwest to Southeast direction with a Radius of 35 feet the Arc distance of 35.15 feet to a point of tangency; 2. South 51 degrees 12 minutes 10 seconds East, 43.45 feet to a point of curvature; 3. By a curved line bearing to the left in a Southeasterly direction with a Radius of 96.30 feet, the Arc distance of 77.76 feet to a point of tangency; 4. North 82 degrees 32 minutes East, 70.73 feet to a point of curvature; 5. By a curved line bearing to the right in a Southeasterly direction with a Radius of 137.5 feet, the Arc distance of 111.02 feet to a point of tangency; 6. South 51 degrees 12 minutes 10 seconds East, 292.75 feet to a point of curvature; 7. By a curved line bearing to the right in a Southeasterly direction with a Radius of 312.50 feet the Arc distance of 45.47 feet to a point of tangency; 8. South 42 degrees 52 minutes East, 189.49 feet to a point of curvature; 9. By a curved line bearing to the right in a Southeast to Southwest direction with a Radius of 162.50 feet, the Arc distance of 132.12 feet to a point of tangency; 10. South 03 degrees 43 minutes West, 64.92 feet to a point of curvature; 11. By a curved line bearing to the right in a Southwesterly direction with a Radius of 137.50 feet the Arc distance of 66.0 feet to a point of tangency at the Northwesterly terminus of Chippawa Ridge; 12. Across the same South 31 degrees 13 minutes West, 159.72 feet to a point of curvature; 13. By a curved line bearing to the right in a Southwesterly direction with a Radius of 162.50 feet, the Arc distance of 149.13 feet; 14. passing the Northwesterly terminus of Seneca Run, South 83 degrees 47 minutes 50 seconds West, 270.21 feet to a point of curvature; 15. By a curved line bearing to the left in a Southwesterly direction with a Radius of 127.50 feet, the Arc distance of 94.42 feet to a point of tangency; 16. South 41 degrees

22 minutes West, 63.96 feet to a point of curvature; 17. By a curved line bearing to the left in a Southwesterly direction with a Radius of 107.50 feet, the Arc distance of 65.70 feet to a point of tangency; 18. South 06 degrees 21 minutes West, 13.92 feet to a point of curvature; 19. By a curved line bearing to the right in a Southwesterly direction with a Radius of 141.47 feet, the Arc distance of 114.44 feet to a point of tangency; 20. South 53 degrees 00 minutes West, 302.71 feet to a point of curvature; 21. By a curved line bearing to the left in a Southwesterly direction with a Radius of 77 feet, the Arc distance of 21.39 feet to a point of compound curve; 22. By a curved line bearing to the left in a Southwesterly direction with a Radius of 25 feet, the Arc distance of 11.39 feet to a point on the Northeasterly right-of-way line of Susquehanna Road, 75 feet wide, that is to say 35 feet to the Southwest and 40 feet to the Northeast of the construction centerline of the same; Thence by the aforementioned Northeasterly right-of-way line, North 52 degrees 53 minutes 50 seconds West, 43.10 feet to a point on the Northwesterly right-of-way line of Arrowhead Trail; Thence by the same along the face of the railroad tie curbing and thru other land of Arrowhead Homeowners Association, of which this is part the twenty-four (24) following courses and distances to wit: 1. By a curved line bearing to the left in a Northeasterly direction with a Radius of 25 feet, the Arc distance of 11.39 feet to a point of reverse curve; 2. By a curved line bearing to the right in a Northeasterly direction with a Radius of 115 feet, the Arc distance of 31.91 feet to a point of tangency; 3. North 53 degrees 00 minutes East, 332.87 feet to a point of curvature; 4. By a curved line bearing to the left in a Northeasterly direction with a Radius of 75 feet the Arc distance of 60.67 feet to a point of tangency; 5. North 06 degrees 21 minutes East, 13.92 feet to a point of curvature; 6. Partly by the Southeasterly terminus of Cherokee Circle by a curved line bearing to the right in a Northeasterly direction with a Radius of 132.50 feet, the Arc distance of 80.98 feet to a point of curvature; 7. Continuing along the Southeasterly terminus of Cherokee Circle, North 41 degrees 22 minutes East, 63.96 feet to a point of curvature; 8. Continuing partly along the Southeasterly terminus of Cherokee Circle by a curved line bearing to the right in a Northeasterly direction with a Radius of 152.50 feet, the Arc distance of 112.93 feet to a point of tangency; 9.

By the Southeasterly terminus of Seminole Gardens, North 83 degrees 47 minutes 50 seconds East, 270.21 feet to a point of curvature; 10. Partly by the Southeasterly terminus of Algonquin Pass by a curved line bearing to the left in a Northeasterly direction with a Radius of 137.50 feet, the Arc distance of 126.18 feet to a point of tangency; 11. Still partly by the Southeasterly terminus of two portions of Algonquin Pass, North 31 degrees 13 minutes East, 159.72 feet to a point of curvature; 12. Partly along the Northeasterly terminus of a portion of Algonquin Pass by a curved line bearing to the left in a Northeasterly direction with a Radius of 112.50 feet, the Arc distance of 54.0 feet to a point of tangency; 13. North 03 degrees 43 minutes East, 64.92 feet to a point of curvature; 14. By a curved line bearing to the left in a Northeast to Northwest direction with a Radius of 137.50 feet, the Arc distance of 11.79 feet to a point of tangency; 15. By the Northeasterly terminus of Navajo Path, North 42 degrees 52 minutes West, 189.49 feet to a point of curvature; 16. By a curved line bearing to the left in a Northwesterly direction with a Radius of 287.50 feet, the Arc distance of 41.83 feet to a point of tangency; 17. North 51 degrees 12 minutes 10 seconds West, 292.75 feet to a point of curvature; 18. By a curved line bearing to the left in a Northwest to Southwest direction with a Radius of 112.5 feet, the Arc distance of 90.84 feet to a point of tangency; 19. Partly along the Northeasterly terminus of Navajo Path, South 82 degrees 32 minutes West, 70.73 feet to a point of curvature; 20. Continuing partly along the Northeasterly terminus of Navajo Path by a curved line bearing to the right in a Southwest to Northwest direction with a Radius of 137.5 feet, the Arc distance of 57.60 feet to a point of tangency; 21. North 73 degrees 28 minutes West, 14.64 feet to a point of curvature; 22. By the Northeasterly terminus of Iroquois Way by a curved line bearing to the right in a Northwesterly direction with a Radius of 130 feet, the Arc distance of 50.14 feet to a point of tangency; 23. Still partly by the Northeasterly terminus of Iroquois Way, North 51 degrees 12 minutes 10 seconds West, 20.58 feet to a point of curvature; 24. By a curved line bearing to the left in a Northwest to Southwest direction with a Radius of 35 feet the Arc distance of 33.46 feet to a point on the aforementioned Southeasterly right-of-way line of Tennis Avenue; Thence by same, North 38

degrees 32 minutes 40 seconds East, 64.36 feet to the point and place of BEGINNING.

Containing in Area 1.394 Acres be the same more or less.

EXCEPTING THEREOUT AND THEREFROM the island near the Southwesterly terminus of Arrowhead Trail. More fully described as follows to wit:

ALL THAT CERTAIN island or strip of land situate in Upper Dublin Township, Montgomery County, PA., as shown on the dedication plan of Arrowhead Trail, prepared for the Arrowhead Home Owners Association, dated March 13, 1990, as prepared by Weir and Associates Inc., Civil Engineers and Surveyors, Ambler, PA.

BEGINNING AT A POINT of tangency on the Southeasterly edge of the Northwesterly travel lane of Arrowhead Trail which said point of BEGINNING is located South 37 degrees 00 minutes East, 12.50 feet from a point of tangency on the Northeasterly right-of-way line of Arrowhead Trail which last said point is located by a curved line bearing to the right in a Northeasterly direction with a Radius of 115 feet the Arc distance of 31.91 feet from a point of reverse curve; Which last said point of reverse curve is located by a curved line bearing to the left in a Northeasterly direction with a Radius of 25 feet, the Arc distance of 11.39 feet from the intersection of the Northwesterly right-of-way line of Arrowhead Trail with the Northeasterly right-of-way line of Susquehanna Road 75 feet wide, that is to say 35 feet to the Southwest and 40 feet to the Northeast of the construction centerline; Thence from the point of BEGINNING thru the bed of Arrowhead Trail which this is excepted therefrom, the seven (7) following courses and distances to wit: 1. North 53 degrees 00 minutes East, 329.89 feet to a point of curvature; 2. By a curved line bearing to the right in a Northeast to Southwest direction with a Radius of 05 feet the Arc distance of 14.60 feet to a point of compound curve; 3. By a curved line bearing to the right in a Southwesterly direction with a Radius of 128.96 feet, the Arc distance of 28.48 feet to a point of tangency; 4. South 53 degrees 00 minutes West, 302.71 feet to a point of curvature; 5. By a curved line bearing to the left in a Southwesterly direction with a Radius of 89.50 feet, the Arc distance of 24.83 feet to a point of

reverse curve; 6. By a curved line bearing to the right in a Southwest to Northeast direction with a Radius of 6.50 feet, the Arc distance of 20.42 feet to a point of compound curve; 7. By a curved line bearing to the right in a Northeasterly direction with a Radius of 102.50 feet, the Arc distance of 28.44 feet to the point and place of BEGINNING.

BEING a portion of Parcel No. 54-00-00988-90-2 as set forth in the Montgomery County Board of Assessments Appeals.

BOOK 4961 PG 670

SANITARY SEWERS

ALL THOSE CERTAIN STRIPS OF PARCELS of land situate in Upper Dublin Township, Montgomery County, PA., and shown on a dedication plan of storm and sanitary sewers, prepared for Arrowhead Home Owners Association, sated March 13, 1990, as prepared by Weir and 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 75 feet wide, that is to say 35 feet to the Southwest and 40 feet to the Northeast of the construction centerline, which said point of BEGINNING is located North 52 degrees 53 minutes 50 seconds West, 34.96 feet from the intersection of the centerline of Arrowhead Trail with the Northeasterly right-of-way line of Susquehanna Road; Thence from the point of BEGINNING

BOOK 4961 PG 671

along the aforementioned Northeasterly right-of-way line of Susquehanna Road, North 52 degrees 53 minutes 50 seconds West, 20.21 feet to a point on the Northwesterly right-of-way line of the easement herein being described; Thence through land of the Arrowhead Home Owners Association of which this is a part, the fourteen (14) following courses and distances to wit: 1. North 45 degrees 21 minutes 28 seconds East, 182.26 feet to an angle point; 2. North 40 degrees 19 minutes 03 seconds East, 188.91 feet to an angle point; 3. North 60 degrees 36 minutes 10 seconds East, 148.48 feet to a point a corner in Cherokee Circle; 4. Continuing across and through Cherokee Circle, North 21 degrees 18 minutes 50 seconds West, 118.38 feet to an angle point; 5. Still continuing through Cherokee Circle, North 52 degrees 21 minutes 55 seconds West, 234.59 feet to an angle point at or near a storm sewer easement; 6. Leaving Cherokee Circle, North 58 degrees 21 minutes 55 seconds West, 306.44 feet to a point a corner; 7. Through Iroquois Way, North 37 degrees 23 minutes 24 seconds East, 384.36 feet to a point, a corner; 8. Crossing Iroquois Way, South 50 degrees 32 minutes 52 seconds East, 144.99 feet to a point, a corner; 9. North 39 degrees 01 minutes 04 seconds East, 140.43 feet to a point, a corner; 10. North 51 degrees 04 minutes 40 seconds West, 94.58 feet to a point, a corner; 11. North 38 degrees 55 minutes 20 seconds East, 20 feet to a point, a corner; 12. South 51 degrees 04 minutes 40 seconds East, 124.71 feet to a point a corner; 13. North 39 degrees 02 minutes 15 seconds East, 93.80 feet to a point, a corner in Navajo Path; 14. Through Navajo Path and crossing Arrowhead Trail, North 05 degrees 16 minutes 31 seconds East, 336.30 feet to a point on the Southeasterly right-of-way line of Tennis Avenue, 50 feet wide, that is to say 20 feet to the Northwest and 30 feet to the Southeast of the centerline of the original 40 foot road; Thence by the Southeasterly right-of-way line of Tennis Avenue, North 38 degrees 32 minutes 40 seconds East, 5.86 feet to a point on the Southwesterly right-of-way line of the 309 Expressway (LR 782) 120 feet wide; Thence by the same South 48 degrees 48 minutes 40 seconds East, 23.15 feet to a point on the Northeasterly right-of-way line of the sanitary sewer easement herein being described; Thence through the Arrowhead Home Owners Association lands of which this is a part, the 42 following courses and distances to wit: 1. Crossing Arrowhead Trail and through Navajo Path, South 5 degrees 16 minutes 31 seconds East, 315.14 feet to an angle point; 2.

Recrossing and running partly along a storm sewer easement, South 50 degrees 36 minutes 41 seconds East, 318.68 feet to an angle point; 3. Crossing a portion of Navajo Path, North 75 degrees 52 minutes East, 159.21 feet to a point, a corner; 4. South 14 degrees 8 minutes East, 20 feet to a point, a corner; 5. Crossing Navajo Path, South 75 degrees 52 minutes West, 169.29 feet to an angle point; 6. North 50 degrees 36 minutes 41 seconds West, Crossing and recrossing the storm sewer easement, 322.89 feet to a point, a corner; 7. South 39 degrees 02 minutes 15 seconds West, 107.78 feet to a point, a corner; 8. North 51 degrees 04 minutes 40 seconds West, 30.09 feet to a point, a corner; 9. South 39 degrees 01 minutes 04 seconds West, 160.61 feet to a point a corner at or near the Northeastly right-of-way line of a storm sewer easement; 10. Crossing through the storm sewer easement, North 50 degrees 32 minutes 52 seconds West, through Shawnee Green, 144.41 feet to a point, a corner in Iroquois Way; 11. Through Iroquois Way, South 37 degrees 23 minutes 24 seconds West, 341.51 feet to a point, a corner; 12. South 58 degrees 21 minutes 55 seconds East, 285.36 feet to an angle point at or near the turning circle at the Northeastly terminus of Cherokee Circle; 13. Thence crossing the turning circle, South 52 degrees 21 minutes 55 seconds East, 241.19 feet to an angle point; 14. Crossing Cherokee Circle, South 21 degrees 18 minutes 50 seconds East, 118.06 feet to a point, a corner in Arrowhead Trail; 15. Through Arrowhead Trail, North 47 degrees 39 minutes 55 seconds East, 66 feet to a point, a corner; 16. North 06 degrees 29 minutes 50 seconds West, 232.75 feet to a point, a corner; 17. North 82 degrees 51 minutes 44 seconds East crossing a storm sewer easement, 266.28 feet to an angle point; 18. North 86 degrees 20 minutes 19 seconds East, 246.63 feet to a point, a corner; 19. South 03 degrees 39 minutes 41 seconds East, 20 feet to a point, a corner; 20. Recrossing and also crossing and running through a storm sewer easement, South 86 degrees 20 minutes 19 seconds West, 226.96 feet to an angle point; 21. Still running through and across a storm sewer easement, South 82 degrees 51 minutes 44 seconds West, 247.04 feet to a point, a corner; 22. South 06 degrees 29 minutes 50 seconds East, 208.07 feet to a point, a corner in Arrowhead Trail; 23. Thence through Arrowhead Trail, North 83 degrees 48 minutes 10 seconds East, 228.28 feet to a point, a corner; 24. Leaving Arrowhead Trail, North 06 degrees 06 minutes 55 seconds West, 172.77 feet to a

point, a corner; 25. North 83 degrees 53 minutes 05 seconds East, 20 feet to a point, a corner; 26. Crossing Arrowhead Trail and running partially through Seneca Run, South 06 degrees 06 minutes 55 seconds East, 313.12 feet to a point, a corner; 27. Crossing Seneca Run and a storm sewer easement, North 83 degrees 49 minutes 34 seconds East, 261.86 feet to an angle point; 28. North 38 degrees 43 minutes 44 seconds East, 167.96 feet to a point, a corner near Chippawa Ridge; 29. Crossing the same, North 35 degrees 37 minutes 06 seconds West, 187.29 feet to a point, a corner; 30. North 54 degrees 22 minutes 54 seconds East, 20 feet to a point, a corner; 31. Crossing and running partially through Chippawa Ridge, South 35 degrees 37 minutes 06 seconds East, 193.60 feet to an angle point; 32. South 50 degrees 02 minutes 12 seconds East, 94.11 feet to a point, a corner; 33. South 39 degrees 57 minutes 48 seconds West, 20 feet to a point a corner; 34. North 50 degrees 02 minutes 12 seconds West, 85.16 feet to to a point, a corner; 35. South 38 degrees 43 minutes 44 seconds West, 173.63 feet to an angle point; 36. South 83 degrees 49 minutes 34 seconds West, running through and across a storm sewer easement, 290.19 feet to a point, a corner; 37. North 06 degrees 06 minutes 55 seconds West, 140.30 feet to a point, a corner in and near Arrowhead Trail; 38. Thence through and along Arrowhead Trail, South 83 degrees 48 minutes 10 seconds West, 234.94 feet to an angle point; 39. Still along Arrowhead Trail, South 47 degrees 39 minutes 55 seconds West, 129.20 feet to an angle point; 40. Crossing Arrowhead Trail, South 60 degrees 36 minutes 10 seconds West, 154.68 feet to an angle point; 41. South 40 degrees 19 minutes 03 seconds West, 186.22 feet to an angle point; 42. South 45 degrees 21 minutes 28 seconds West, 180.22 feet to the point and place of BEGINNING.

BEING a portion of Parcel No. 54-00-00988-90-2 as set forth in the Montgomery County Board of Assessments Appeals.

STORM SEWER

ALL THOSE CERTAIN STRIPS OR PARCELS of land situate in Upper Dublin Township, Montgomery County, PA., and shown on a dedication plan of storm and sanitary sewers, prepared for Arrowhead Home Owners Association, dated March 13, 1990, as prepared by Weir and Associates, Inc., Civil Engineers and Surveyors, Ambler, PA., bounded and described as follows to wit:

BEGINNING AT AN INTERIOR POINT at or near Seneca Run which said point of BEGINNING is located South 06 degrees 11 minutes 50 seconds East 108.34 feet from a point on the centerline of Arrowhead Trail, which last said point is located South 83 degrees 48 minutes 10 seconds West 20.76 feet from the intersection of the centerline of Arrowhead Trail with the centerline of Seneca Run; Thence from the

BONA 4961 PG 675

point of BEGINNING through land of the Arrowhead Home Owners Association of which this is a part, the thirteen (13) following courses and distances to wit: 1. Crossing Seneca Run South 86 degrees 28 minutes 38 seconds East 62.54 feet to a point a corner; 2. South 42 degrees 14 minutes 19 seconds West 45.99 feet to a point, a corner; 3. North 83 degrees 25 minutes 05 seconds East 210.70 feet to a point, a corner; 4. North 11 degrees 58 minutes 32 seconds West 28.69 feet to a point, a corner; 5. North 78 degrees 01 minutes 28 seconds East 20 feet to a point, a corner; 6. South 11 degrees 58 minutes 32 seconds East 50.66 feet to a point, a corner; 7. South 83 degrees 25 minutes 50 seconds West 256.86 feet to an angle point; 8. South 55 degrees 58 minutes 53 seconds West 168.30 feet to an angle point; 9. South 70 degrees 06 minutes 16 seconds West 252.29 feet to a point a corner; 10. North 19 degrees 53 minutes 44 seconds West 20 feet to a point, a corner; 11. North 70 degrees 06 minutes 16 seconds East 249.81 feet to an angle point; 12. North 55 degrees 58 minutes 53 seconds East 163.42 feet to an angle point; 13. North 04 degrees 17 minutes 38 seconds East 45.42 feet to the point and place of BEGINNING.

BEGINNING AT A POINT WITHIN THE TURNING CIRCLE which said point is located North 55 degrees 10 minutes 40 seconds West 13.55 feet from a point opposite the center point of the turning circle which last said point is located South 37 degrees 38 minutes 05 seconds West 9.71 feet from the center point of the turning circle at the Northwest end of Cherokee Circle; Thence from the point of BEGINNING crossing the turning circle and thru land of Arrowhead Home Owners Association the three (3) following courses and distances to wit: 1. North 55 degrees 10 minutes 40 seconds West 168.85 feet to a point, a corner; 2. North 34 degrees 49 minutes 20 seconds East, crossing into the sanitary sewer right-of-way 20 feet to a point, a corner; 3. Running through the sanitary sewer right-of-way and recrossing into the turning circle aforementioned, South 55 degrees 10 minutes 40 seconds East 168.85 feet to a point a corner; Thence crossing through the turning circle, South 34 degrees 49 minutes 20 seconds West 20 feet to the point and place of BEGINNING.

BEGINNING AT AN INTERIOR POINT at the intersection of the Southerly right-of-way of the storm sewer easement and the Southeasterly right-of-way line of a portion of the sanitary sewer easement which said

point of BEGINNING is located North 37 degrees 23 minutes 24 seconds East 18.09 from a point, a corner at the intersection of the Northeasterly right-of-way line and the Southeasterly right-of-way line of the sanitary sewer easement which last said point is located the five (5) following courses and distances to wit from the intersection of the centerline of Cherokee Place with the centerline of Arrowhead Trail; 1. North 58 degrees 21 minutes 55 seconds West 285.36 feet from an angle point; 2. North 52 degrees 21 minutes 55 seconds West 241.19 feet from another angle point; 3. North 21 degrees 18 minutes 50 seconds West 118.06 feet from a corner in Arrowhead Trail; 4. South 47 degrees 39 minutes 55 seconds West 23.71 feet from the intersection with the centerline of Cherokee Circle; 5. North 51 degrees 12 minutes 10 seconds West 8.24 feet from the aforementioned intersection of the centerline of Cherokee Circle with the centerline of Arrowhead Trail; Thence from the point of BEGINNING through land of Arrowhead Home Owners Association the eleven following courses and distances to wit: 1. South 82 degrees 31 minutes 44 seconds West 61.39 feet to an angle point; 2. South 40 degrees 54 minutes 05 seconds West 89.20 feet to a point a corner; 3. North 49 degrees 05 minutes 55 seconds West 20 feet to a point a corner; 4. North 40 degrees 54 minutes 05 seconds East 96.62 feet to an angle point; 5. North 82 degrees 31 minutes 44 seconds East 62.95 feet to an angle point; 6. North 25 degrees 59 minutes 07 seconds East 87.72 feet to a point a corner; 7. Crossing Iroquios Way South 59 degrees 57 minutes 18 seconds East 51.28 feet to a point, a corner; 8. South 30 degrees 02 minutes 42 seconds West 20 feet to a point, a corner; 9. Partly crossing the sanitary sewer easement and Iroquios Way, North 59 degrees 57 minutes 18 seconds West 29.81 feet to a point, a corner; 10. Passing partly through the sanitary sewer easement and Iroquios Way, South 25 degrees 59 minutes 07 seconds West 77.01 feet to an angle point; 11. South 82 degrees 31 minutes 44 seconds West 4.69 feet to the point and place of BEGINNING.

BEGINNING AT AN INTERIOR POINT which said point of BEGINNING is located South 50 degrees 32 minutes 52 seconds East 144.99 feet from a point on the centerline of Iroquios Way; which last said point is located 38 degrees 47 minutes 50 seconds West 300.05 feet from the intersection of the centerline of Iroquios Way with the centerline of Arrowhead Trail; Thence from the point of BEGINNING through land of

Arrowhead Home Owners Association of which thi is a part, the six (6) following courses and distances to wit: 1. South 68 degrees 26 minutes 09 seconds East 20 feet to a point, a corner; 2. Partly crossing Shawnee Green, South 21 degrees 33 minutes 51 seconds West 33.50 feet to an angle point; 3. Still partly crossing Shawnee Green, and part of the sanitary sewer right-of-way, South 43 degerrees 35 minutes 12 seconds East 93.35 feet to a point, a corner; 4. South 46 degrees 24 minutes 48 seconds West 20 feet to a point, a corner; 5. North 43 degrees 35 minutes 12 seconds West 106.13 feet to an angle point; 6. Crossing Shawnee Green and the sanitary sewer right-of-way North 21 degrees 33 minutes 51 seconds East 46.28 feet to the point and place of BEGINNING.

BEGINNING AT THE POINT of intersection of a portion of the Southeasterly right-of-way line of the storm sewer easement herein being described and the centerline of Arrowhead Trail which said point of BEGINNING is located the three (3) following courses and distances to wit: 1. From the intersection of the centerline of the Southeasterly portion of Navajo Path with the centerline of Arrowhead Trail; 1. North 51 degrees 12 minutes 10 seconds West 71.83 feet from a point of tangency; 2. By a curved line bearing to the left in a Northwest direction with a Radius of 300 feet the Arc distance of 43.65 feet from a point of curvature; 3. North 42 degrees 52 minutes West 28 feet from the intersection of the centerlines of Navajo Path and Arrowhead Trail; Thence from the point of BEGINNING through lands of the Arrowhead Home Owners Association of which this is a part, the seventeen (17) following courses and distances to wit: 1. Partially crossing Arrowhead Trail, South 39 degrees 30 minutes 58 seconds West, partly crossing the sanitary sewer easement 181.56 feet to a point, a corner; 2. Partly through and along the sanitary sewer easement North 51 degrees 19 minutes 17 seconds West 60.15 feet to a point, a corner; 3. Crossing part of the sanitary sewer easement, South 39 degrees 14 minutes 57 seconds West 277.16 feet to a point, a corner; 4. North 50 degrees 37 minutes 25 seconds West 20 feet to a point, a corner; 5. North 39 degrees 14 minutes 57 seconds East 231.74 feet to an angle point; 6. Crossing the sanitary sewer easement, North 25 degrees 46 minutes 37 seconds West 272.60 feet to an angle point in another portion of the sanitary sewer easement; 7. Running through or along the sanitary sewer easement and

crossing Arrowhead Trail, North 02 degrees 07 minutes 09 seconds West 52.89 feet to an angle point; 8. North 16 degrees 27 minutes 15 seconds East 51.74 feet to a point a corner; 9. South 73 degrees 32 minutes 45 seconds East 20 feet to a point, a corner; 10. South 16 degrees 27 minutes 15 seconds West 48.46 feet to an angle point on or near the Northeasterly right-of-way line of Arrowhead Trail; 11. Crossing Arrowhead Trail, South 02 degrees 07 minutes 09 seconds East 45.36 feet to an angle point; 12. South 25 degrees 46 minutes 37 seconds East crossing the sanitary sewer easement 259.21 feet to a point, a corner; 13. Recrossing the sanitary sewer easement North 39 degrees 14 minutes 57 seconds East 43.12 feet to a point, a corner; 14. South 51 degrees 19 minutes 17 seconds East 60.21 feet to a point, a corner; 15. North 39 degrees 30 minutes 58 seconds East crossing Arrowhead Trail 185.70 feet to a point, a corner; 16. South 50 degrees 29 minutes 02 seconds East 20 feet to a point, a corner; 17. South 39 degrees 30 minutes 58 seconds West 23.85 feet to the point and place of BEGINNING.

BEGINNING AT A POINT on a curve on the Northeasterly right-of-way line of Arrowhead Trail which said point of BEGINNING is located North 44 degrees 22 minutes 58 seconds East 12.50 feet from a point on the centerline of Arrowhead Trail, which last said point is located by a curved line bearing to the left in a Northwesterly direction with a Radius of 300 feet, the Arc distance of 20.75 feet from a point of curvature; Which last said point of curvature is located North 42 degrees 52 minutes West 28.0 feet from the intersection of the centerline of Arrowhead Trail with the centerline of Navajo Path; Thence from the point of BEGINNING passing through land of the Arrowhead Howe Owners Association, North 44 degrees 22 minutes 58 seconds East 12.70 feet to a point on the Southwesterly right-of-way line of the 309 Expressway (LR 782); Thence along the same by a curved line bearing to the right in a Southeasterly direction with a Radius of 3,759.38 feet, the Arc distance of 157.93 feet to an angle point; Thence passing through the aforementioned land of the Arrowhead Home Owners Association and partially through Arrowhead Trail, South 20 degrees 15 minutes 41 seconds East 127.13 feet to a point, a corner; Thence crossing Arrowhead Trail and passing through a portion of the Arrowhead Home Owners Association land, North 75 degrees 38 minutes 52 seconds East 50.37 feet to a point, a

corner; Thence still through the Arrowhead Home Owners Association land, North 75 degrees 38 minutes 52 seconds East 50.37 feet to a point, a corner; Thence still through the Arrowhead Home Owners Association land, South 14 degrees 21 minutes 08 seconds East 20 feet to a point, a corner; Thence still partly through the Arrowhead Home Owners Association land and crossing partly into Arrowhead Trail, South 75 degrees 38 minutes 52 seconds West 51.91 feet to a point, a corner; Thence partially through the Arrowhead Trail, South 00 degrees 09 minutes 15 seconds East 70.50 feet to a point, a corner; Thence partly crossing the bed of Arrowhead Trail and partly into the Arrowhead Home Owners Association land, South 87 degrees 16 minutes 55 seconds East 28.49 feet to a point, a corner; Thence through the Arrowhead Home Owners Association land, South 02 degrees 43 minutes 05 seconds West 20 feet to a point a corner; Thence partly through the Arrowhead Home Owners Association and crossing Arrowhead Trail, North 87 degrees 16 minutes 55 seconds West - 47.51 feet to a point, a corner; Thence through land of the Arrowhead Home Owners Association the four (4) following courses and distances to wit: 1. North 00 degrees 09 minutes 15 seconds West 84.47 feet to a point, a corner; 2. South 75 degrees 38 minutes 52 seconds West 16.86 feet to a point, a corner; 3. North 14 degrees 21 minutes 08 seconds West 20 feet to a point, a corner; 4. North 75 degrees 38 minutes 52 seconds East 18.92 feet to a point, a corner; Thence partly through the Arrowhead Home Owners Association land and crossing Arrowhead Trail, North 20 degrees 15 minutes 41 seconds West 130.39 feet to the point on the Northeasterly right-of-way line of Arrowhead Trail; Thence by the same the two (2) following courses and distances to wit; 1. North 42 degrees 52 minutes West 122.81 feet to a point of curvature; 2. By a curved line bearing to the left in a Northwesterly direction, with a Radius of 312.50 feet, the Arc distance of 21.36 feet to the point and place of BEGINNING.

BEGINNING AT AN INTERIOR POINT in land of the Arrowhead Home Owners Association; Which said point of BEGINNING is located North 58 degrees 47 minutes West 131.61 feet from a point on the centerline of Arrowhead Trail; Which last said point is located South 31 degrees 13 minutes West 44.41 feet from the intersection of the centerline of Arrowhead Trail with the centerline of Seminole Gardens; Thence from the point of BEGINNING through land of the

BUNK 4961 PG 680

Arrowhead Home Owners Association of which this is a part, the fourteen (14) following courses and distances to wit: 1. South 27 degrees 11 minutes 58 seconds West 48.79 feet to a point, a corner; 2. North 73 degrees 48 minutes 49 seconds West 109.39 feet to an angle point; 3. South 70 degrees 33 minutes 5 seconds West 102.18 feet to an angle point; 4. South 83 degrees 51 minutes 17 seconds West 105.50 feet to an angle point; 5. North 50 degrees 40 minutes 54 seconds West 114.18 feet to an angle point; 6. North 73 degrees 03 minutes 55 seconds West 49.64 feet to a point, a corner; 7. North 16 degrees 56 minutes 05 seconds East 20 feet to a point, a corner; 8. South 73 degrees 03 minutes 55 seconds East 53.59 feet to an angle point; 9. South 50 degrees 40 minutes 54 seconds East 109.76 feet to an angle point; 10. North 83 degrees 51 minutes 17 seconds East 94.80 feet to an angle point; 11. North 70 degrees 33 minutes 55 seconds East 106.25 feet to an angle point; 12. Partially passing through a sanitary sewer easement, South 73 degrees 48 minutes 49 seconds East 99.34 feet to a point, a corner; 13. Partly into the sanitary sewer easement, North 27 degrees 11 minutes 58 seconds East 32.32 feet to a point a corner; 14. Recrossing a portion of the sanitary sewer easement, South 62 degrees 48 minutes 02 seconds East 20 feet to the point and place of BEGINNING.

BEING a portion of Parcel No. 54-00-00988-90-2 as set forth in the Montgomery County Board of Assessments Appeals.

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 October 9, 1990, 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.

Gregory N. Klemick
Secretary



Maryanne Beckenbach

CLERK of COURTS

NORRISTOWN, MONTGOMERY COUNTY, PA

67574

Date Oct. 18 19 90

Defendant _____

Case No. _____

21266

Received from
(NAME)

Jenkins, Tarquini + Jenkins

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| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
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| <input type="checkbox"/> Add'l D.A. Costs | |
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| <input type="checkbox"/> State Fine | |
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| <input type="checkbox"/> Township Fines | |
| <input type="checkbox"/> Restitution | |
| <input type="checkbox"/> Refund | |
| <input checked="" type="checkbox"/> Other Fees (specify) <u>Resolution</u> | <u>\$ 10.00</u> |
| <input type="checkbox"/> Short/Over <u># 1412</u> | |
| <input type="checkbox"/> Pvt. Det. Lic. | |

CLERK

Cileen Stagliano \$ 10.00

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Moore © Flatpakit © - Patented 306

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| PER <i>(Signature)</i> |

RESOLUTION

No 1413

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BEDS OF LEAH DRIVE, CAMP HILL ROAD AND HELLER WAY ON PLAN OF SUBDIVISION OF "THE OAKS" LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Leah Drive, Camp Hill Road and Heller Way on Plan of Subdivision of "The Oaks" 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 Township 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 general 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 THOSE CERTAIN tracts or parcels of ground known as Leah Drive, Camp Hill Road and Heller Way on Plan of Subdivision of "The Oaks," Situate in

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CLERK OF COURTS
MONTGOMERY COUNTY, PENNSYLVANIA

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Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

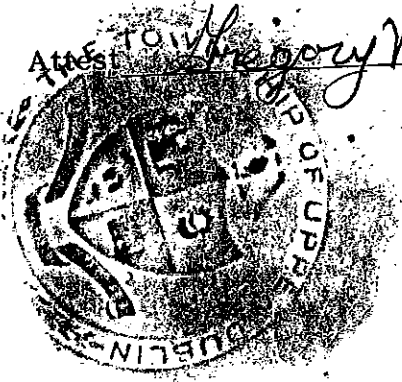
SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the laws 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 October 1990.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By Robert Boll
President

Attest Gregory N. Klemick
Secretary



True and correct Copy
Certified from the records
This 23rd Day of Oct. A.D. 1990
George Miller
Clerk of Courts

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 October 9, 1990, 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.

Gregory N. Klimick
Secretary



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976

(215) 343-5700

FAX:

(215) 343-0875

901 Woodbine Avenue, Bensalem, PA 19020

(215) 638-3400

Suite 3, 219 Main Street, Trappe, PA 19426

(215) 489-5100

September 21, 1990

DESCRIPTION OF HELLER WAY RIGHT-OF-WAY UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Heller Way right-of-way (50' wide), bounded and described according to a plan prepared by Gilmore and Associates, Inc., 331 Butler Avenue, P. O. Box 9, New Britain, PA 18901, plan titled, "Final Record Plan - The Oaks," dated 4/8/85 and last revised 12/12/85.

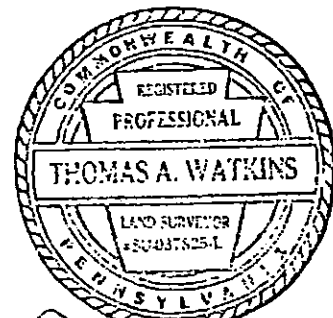
BEGINNING at a point on the southeasterly ultimate right-of-way line of Camp Hill Road (50' wide), said point being located as follows along said right-of-way line from a point on line of lands now or late of Charles R. Gorman (Block 61, Unit 14):

1. Thence leaving lands of said Gorman and along said ultimate right-of-way line of Camp Hill Road, North 41 degrees 17 minutes 14 seconds East, a distance of 256.95 feet to a point of curvature;
2. Thence along the same, along the arc of a curve to the left in a northeasterly direction, having a radius of 470.00 feet, an arc distance of 10.17 feet to the point of BEGINNING.

1. Thence continuing along said southeasterly ultimate right-of-way line of Camp Hill Road and crossing the bed of Heller Way (50' wide), along the arc of a curve to the left in a northeasterly direction, having a radius of 470.00 feet, an arc distance of 77.82 feet to a point;
2. Thence leaving said ultimate right-of-way line of Camp Hill Road, along the arc of a curve to the left in a southeasterly direction, having a radius of 15.00 feet, an arc distance of 23.40 feet to a point on the northeasterly right-of-way line of Heller Way;
3. Thence along said right-of-way line, South 58 degrees 48 minutes 52 seconds East, a distance of 16.30 feet to a point of curvature;
4. Thence along the same, along the arc of a curve to the left in a southeasterly direction, having a radius of 225.00 feet, an arc distance of 66.96 feet to a point;
5. Thence along the same, South 75 degrees 51 minutes 54 seconds East, a distance of 167.80 feet to a point of curvature;
6. Thence along the same, along the arc of a curve to the left in a southeasterly direction, having a radius of 440.00 feet, an arc distance of 106.63 feet to a point;

7. Thence along the same, South 89 degrees 45 minutes 00 seconds East, a distance of 138.20 feet to a point of curvature;
8. Thence along the same, along the arc of a curve to the right in a southeasterly direction, having a radius of 175.00 feet, an arc distance of 132.59 feet to a point of reverse curvature;
9. Thence leaving said right-of-way line of Heller Way, along the arc of a curve to the left in a southeasterly direction, having a radius of 15.00 feet, an arc distance of 19.62 feet to a point on the northerly right-of-way line of Leah Drive (50' wide);
10. Thence along said right-of-way line of Leah Drive, along the arc of a curve to the left in a southwesterly direction, having a radius of 625.00 feet, an arc distance of 80.95 feet to a point;
11. Thence leaving said right-of-way line of Leah Drive, along the arc of a curve to the left in a northwesterly direction having a radius of 15.00 feet, an arc distance of 27.79 feet to a point of compound curvature on the southerly right-of-way line of Heller Way;
12. Thence along said right-of-way line, along the arc of a curve to the left in a northwesterly direction, having a radius of 125.00 feet, an arc distance of 76.13 feet to a point;
13. Thence along the same, North 89 degrees 45 minutes 00 seconds West, a distance of 138.20 feet to a point of curvature;
14. Thence along the same, along the arc of a curve to the right in a northwesterly direction, having a radius of 490.00 feet, an arc distance of 118.75 feet to a point;
15. Thence along the same, North 75 degrees 51 minutes 54 seconds West, a distance of 167.80 feet to a point of curvature;
16. Thence along the same, along the arc of a curve to the right in a northwesterly direction, having a radius of 275.00 feet, an arc distance of 81.84 feet to a point;
17. Thence along the same, North 58 degrees 48 minutes 52 seconds West, a distance of 22.06 feet to a point of curvature;
18. Thence leaving said right-of-way line of Heller Way, along the arc of a curve to the left in a northwesterly direction, having a radius of 15.00 feet, an arc distance of 21.24 feet to the first mentioned point and place of BEGINNING.

Containing 0.745 acres of land, more or less



Thomas A. Watkins

CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976

(215) 343-5700

FAX:

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901 Woodbine Avenue, Bensalem, PA 19020

(215) 638-3400

Suite 3, 219 Main Street, Trappe, PA 19426

(215) 489-5100

September 21, 1990

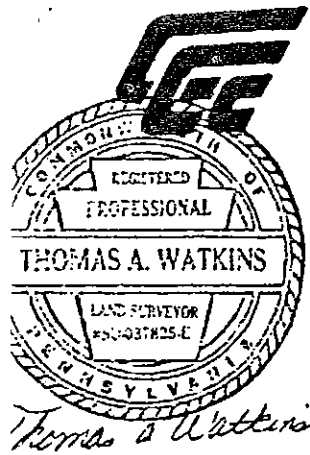
DESCRIPTION OF CAMP HILL ROAD RIGHT-OF-WAY UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Camp Hill Road right-of-way, bounded and described according to a plan prepared by Gilmore and Associates, Inc., 331 Butler Avenue, P. O. Box 9, New Britain, PA 18901, plan titled, "Final Record Plan - The Oaks," dated 4/8/85 and last revised 12/12/85.

BEGINNING at a point in the bed of Camp Hill Road (41.5' legal right-of-way, 50' ultimate right-of-way), said point being a common corner of lands now or late of Charles R. Gorman (Block 61, Unit 14):

1. Thence leaving lands of said Gorman and along the bed of said Camp Hill Road, North 41 degrees 03 minutes 33 seconds East, a distance of 312.00 feet to a point;
2. Thence along the same, North 20 degrees 05 minutes 33 seconds East, a distance of 51.98 feet to a point on line of lands now or late of the Pennsylvania Railroad Company;
3. Thence along said lands and crossing the easterly side of said Camp Hill Road, North 85 degrees 31 minutes 15 seconds East, a distance of 35.11 feet to a point, a common corner of open space for "The Oaks Subdivision";
4. Thence leaving lands of said Pennsylvania Railroad Company and along the southeasterly ultimate right-of-way line of Camp Hill Road, along the arc of a curve to the right in a southwesterly direction, having a radius of 470.00 feet, an arc distance of 130.55 feet to a point of tangency;
5. Thence along the same, South 41 degrees 17 minutes 14 seconds West, a distance of 256.95 feet to a point on line of lands of said Gorman;
6. Thence along said lands, North 48 degrees 11 minutes 27 seconds West, a distance of 22.47 feet to the first mentioned point and place of BEGINNING.

Containing 0.202 acres of land, more or less





CARROLL ENGINEERING CORPORATION

Consulting Engineers

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(215) 638-3400

Suite 3, 219 Main Street, Trappe, PA 19426

(215) 489-5100

September 21, 1990

DESCRIPTION OF LEAH DRIVE RIGHT-OF-WAY THE OAKS UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

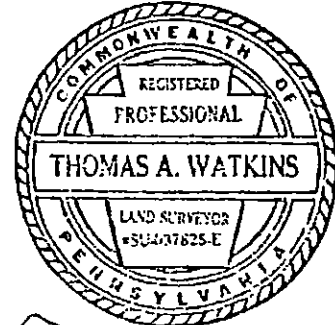
ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Leah Drive right-of-way (50' wide), bounded and described according to a plan prepared by Gilmore and Associates, Inc., 331 Butler Avenue, P. O. Box 9, New Britain, PA 18901, plan titled, "Final Record Plan - The Oaks," dated 4/8/85 and last revised 12/12/85.

BEGINNING at a point on the northerly legal right-of-way line of Leah Drive, said point being a common corner of lands now or late of Lawrence P. Maude (Block 53-B, Unit 12):

1. Thence leaving lands of said Maude and crossing the bed of Leah Drive, South 48 degrees 21 minutes 27 seconds East, a distance of 58.75 feet to a point on the southerly legal right-of-way line of Leah Drive, a common corner of lands now or late of Joseph Altomare (Block 53-B, Unit 11);
2. Thence leaving lands of said Altomare and along said right-of-way line of Leah Drive, South 73 degrees 20 minutes 17 seconds West, a distance of 22.42 feet to a point of curvature;
3. Thence along the same, along the arc of a curve to the left in a southwesterly direction, having a radius of 2,475 feet, an arc distance of 65.95 feet to a point;
4. Thence along the same, South 71 degrees 48 minutes 41 seconds West, a distance of 649.73 feet to a point of curvature;
5. Thence along the same, along the arc of a curve to the left in a southwesterly direction, having a radius of 575.00 feet, an arc distance of 356.04 feet to a point;
6. Thence along the same, South 36 degrees 20 minutes 00 seconds West, a distance of 31.28 feet to a point of curvature;
7. Thence along the same, along the arc of a curve to the left in a southwesterly direction, having a radius of 15.00 feet, an arc distance of 13.62 feet to a point of reverse curvature;
8. Thence along the cul-de-sac portion of said Leah Drive, along the arc of a curve to the right having a radius of 50.00 feet, an arc distance of 247.87 feet to a point of reverse curvature;
9. Thence along the arc of a curve to the left in a southeasterly direction, having a radius of 15.00 feet, an arc distance of 13.62 feet to a point;
10. Thence North 36 degrees 20 minutes 00 seconds East, a distance of 31.28 feet to a point of curvature;

11. Thence continuing along the right-of-way line of Leah Drive and crossing the bed of Heller Way (50' wide), along the arc of a curve to the right in a northeasterly direction, having a radius of 625.00 feet, an arc distance of 387.01 feet to a point;
12. Thence North 71 degrees 48 minutes 41 seconds East, a distance of 649.73 feet to a point of curvature;
13. Thence along the arc of a curve to the right in a northeasterly direction, having a radius of 2,525 feet, an arc distance of 58.83 feet to the first mentioned point and place of BEGINNING.

Containing 1.477 acres of land, more or less



Thomas A. Watkins



Maryanne Beckenbach

CLERK of COURTS

NORRISTOWN, MONTGOMERY COUNTY, PA

67588

Date Oct 23 19 90

Defendant _____

Case No. _____

Check # 21278

Received from (NAME)

Jenkins, Tarquini + Jenkins

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| <input type="checkbox"/> State Costs | |
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| <input checked="" type="checkbox"/> Other Fees (specify) <i>Resolution # 1413</i> | <i>\$ 10.00</i> |
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RESOLUTION
No. 1414

016844

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BED OF CHESTON LANE AND DRAINAGE EASEMENT FOR DETENTION BASIN ON PLAN OF SUBDIVISION OF "CHESTON ESTATES" LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the bed of Cheston Lane and Drainage Easement for Detention Basin on Plan of Subdivision of "Cheston Estates" 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 Township 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 easement for detention basin; and

WHEREAS, in the judgment of the Commissioners, said roads or streets are necessary for the convenience of the general 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 THOSE CERTAIN tracts or parcels of ground known as Cheston Lane and Drainage Easement for Detention Basin on Plan of Subdivision of "Cheston

Estates" situate in Upper Dublin Township, Montgomery County, Pennsylvania,

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-04166-30-7 UPPER DUBLIN
100 CHESTON LN
MAIDA JOHN D & JEANNE M
B 001 U 038 L 1 1180 DATE: 10/18/90

REGISTERED

54-00-90090-009

BOOK 4960 PAGE 2298

CLERK OF COURTS
COUNTY OF MONTGOMERY
OCT 18 2 26 PM '90

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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 laws 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 October 1990.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By *Robert Goll* President

Attest

Gregory N. Klemick
Secretary



True and correct Copy
Certified from the record
This 18th Day of Oct. A.D. 1990
George J. Miller
Clerk of Courts

BOOK 4960 PG 2299



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

November 2, 1989

DESCRIPTION OF CHESTON LANE
RIGHT-OF-WAY
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Cheston Lane right-of-way bounded and described according to a plan prepared by Eastern Engineers and Surveyors, Inc., 550 West Street Road, Warminster, PA 18974, plan dated August 8, 1984 last revised 11/2/85.

BEGINNING at a point on the southerly right-of-way line of Tennis Avenue (LR 46077) said point being located South 43 degrees 26 minutes 02 seconds West, a distance of 234.45 feet along said right-of-way line from a point on line of lands now or late of Herman Hassinger.

1. Thence leaving said right-of-way line of Tennis Avenue along an arc of a curve to the left in a southerly direction having a radius of 25.00 feet an arc distance of 33.64 feet to a point on the easterly right-of-way line of Cheston Lane;
2. Thence along said right-of-way line South 33 degrees 39 minutes 35 seconds East, a distance of 359.75 feet to a point of curvature;
3. Thence along an arc of a curve to the left in an easterly direction having a radius of 150.00 feet an arc distance of 67.65 feet to a point of reverse curvature;
4. Thence along an arc of a curve to the right in an easterly direction having a radius of 150.00 feet an arc distance of 67.65 feet to a point;
5. Thence South 33 degrees 39 minutes 35 seconds East, a distance of 90.53 feet to a point;
6. Thence South 04 degrees 33 minutes 58 seconds West, a distance of 26.92 feet to a point;
7. Thence South 56 degrees 20 minutes 25 seconds West, a distance of 81.52 feet to a point;
8. Thence North 55 degrees 28 minutes 23 seconds West, a distance of 31.81 feet to a point;
9. Thence North 33 degrees 39 minutes 35 seconds West, a distance of 82.14 feet to a point of curvature;
10. Thence along an arc of a curve to the right in a northerly direction having a radius of 150.00 feet an arc distance of 67.65 feet to a point of reverse curvature;

(11-89) 85-1437 (LEGAL892.125)

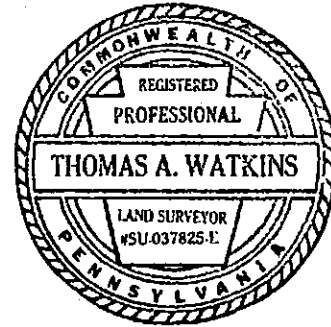
BOOK 4960 PG 2300

CIVIL • SANITARY • MUNICIPAL • SUBDIVISION

Licensed to Practice in: Pennsylvania, New Jersey, New York, Maryland, Delaware, Connecticut

Description of Cheston Lane
Right-of-Way
CEC #85-1437 (LEGAL892.125)
November 2, 1989

11. Thence along an arc of a curve to the left in a northwesterly direction having a radius of 150.00 feet an arc distance of 67.65 feet to a point;
12. Thence North 33 degrees 39 minutes 35 seconds West, a distance of 336.83 feet to a point of curvature;
13. Thence leaving said right-of-way line of said Cheston Lane along an arc of a curve to the left in a westerly direction having a radius of 25.00 feet an arc distance of 33.64 feet to a point on the southerly right-of-way line of said Tennis Avenue;
14. Thence along said right-of-way line and crossing the bed of said Cheston Lane North 43 degrees 26 minutes 02 seconds East, a distance of 102.59 feet to the first mentioned point and place of BEGINNING.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976

(215) 343-5700

FAX:

(215) 343-0875

901 Woodbine Avenue, Bensalem, PA 19020

(215) 638-3400

Suite 3, 219 Main Street, Trappe, PA 19426

(215) 489-5100

February 27, 1990

Description of
Drainage Easement for Retention Basin
Lot 1
Cheston Estates
Upper Dublin Township
Montgomery County, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery Commonwealth of Pennsylvania said land being a drainage easement for retention basin over Lot 1, bounded and described according to a plan prepared by Carroll Engineering Corporation 949 Easton Road, Suite 100, Warrington, PA 18976 plan dated 2/27/90.

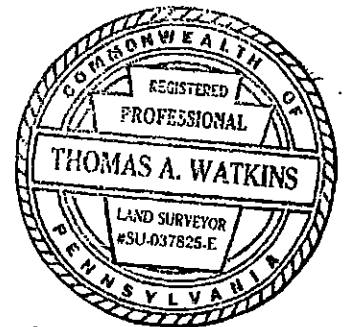
BEGINNING at a point on the Northeasterly right of way line of Cheston Lane (50' wide), said point being located North 33 degrees 39 minutes 35 seconds West a distance of 39.75 feet along said right of way line from a point, a common corner of Lots 1 and 2.

1. Thence along said right of way line of Cheston Lane, North 33 degrees 39 minutes 35 seconds West a distance of 80.00 feet to a point of curvature;
2. Thence leaving said right of way line of Cheston Lane, along the arc of a curve to the right in a Northerly direction, having a radius of 25.00 feet an arc distance of 33.64 feet to a point on the Southeasterly proposed right of way line of Tennis Avenue (30 feet from centerline);
3. Thence along said right of way line, North 43 degrees 26 minutes 02 seconds East a distance of 234.45 feet to a point on line of lands now or late of Herman Hassinger;
4. Thence leaving said right of way line of Tennis Avenue and along lands of said Hassinger, South 30 degrees 45 minutes 58 seconds East a distance of 41.57 feet to a point;
5. Thence leaving lands of said Hassinger and passing through Lot 1, South 43 degrees 26 minutes 02 seconds West a distance of 200.92 feet to a point;
6. Thence continuing through said Lot 1, South 11 degrees 57 minutes 15 seconds East a distance of 75.71 feet to a point;

Legal Description
CEC #85-1437 (LEGAL901.008)
Page Two
February 27, 1990

7. Thence through the same, South 56 degrees 20 minutes 25 seconds West a distance of 22.00 feet to the first mentioned point in place of BEGINNING.

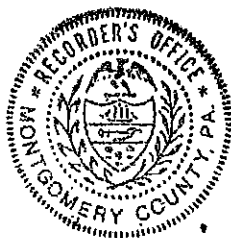
Containing 0.2824 acres of land, more or less.



Thomas A. Watkins

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 October 9 1990, 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.

Gregory N. Klemick
Secretary



Margaret Beckenbach

MISC. #682 OCT. 1990
10/25/90

RESOLUTION
NO. 1915

A RESOLUTION ACCEPTING DEED OF DEDICATION OF THE BEDS OF A PORTION OF BUTLER PIKE & KANE DRIVE, BEECHNUT CIRCLE AND OAK HOLLOW DRIVE, LOCATED IN DEER CREEK SUBDIVISION, TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of a portion of Butler Pike and Kane Drive, Beechnut Circle and Oak Hollow Drive, on Plan of Property of Deer Creek Subdivision, 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 Township 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 general 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 THOSE CERTAIN tracts or parcels of ground, 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.

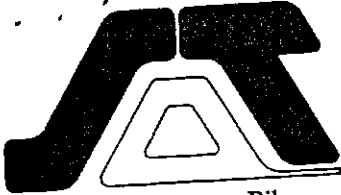
DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 9th day of October, 1990.

Attest:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Gregory N. Klemick
Secretary

By: Pat Roll
President



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

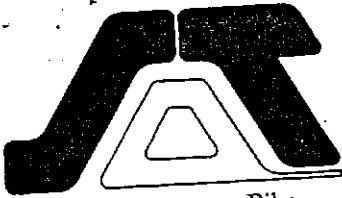
June 8, 1990

DEED OF DEDICATION BUTLER PIKE & KANE DRIVE DEER CREEK SUBDIVISION PROJECT #1003

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Subdivision Plan of "Deer Creek" prepared for Samuel E. Colavita and Associates by Gilmore and Associates, Inc. dated June 3, 1983 as last revised August 18, 1983 and being more described as follows:

BEGINNING at a point, said point being the Northwesternmost end of a 20 foot wide radial corner formed by the intersection of the Northeast sideline of Kane Drive, (50.00 feet wide) and the Southeast sideline of Butler Pike, (63.75 feet wide, as widened to 40.00 feet along the Southeast side, thereof); thence, from said beginning point extending along a line curving to the left in a Southerly direction having a radius of 20.00 feet for an arc distance of 31.39 feet to a point on the Northeast sideline of Kane Drive, aforesaid; thence, extending along the sideline of Kane Drive, aforesaid the following two (2) courses: (1) South 50° 40' 00" East, 322.41 feet to an angle point; (2) South 39° 50' 30" East, 364.11 feet to a point; thence, extending through the bed of Kane Drive, South 39° 20' 00" West, 25.45 feet to a point in the centerline of Kane Drive, aforesaid; thence, extending along the said Kane Drive centerline the following two (2) courses: (1) North 39° 50' 30" West, 366.52 feet to an angle point; (2) North 50° 40' 00" West, 340.00 feet to a point on the Southeast legal right-of-way line of Butler Pike, (23.75 feet wide); thence, extending along the said legal right-of-way line, North 39° 16' 19" East, 125.18 feet to a point in the Southwest line of lands of George Shahade; thence, extending along said Shahade lands, South 50° 39' 50" East, 16.25 feet to a point on the ultimate right-of-line of Butler Pike, aforesaid; thence, extending along the said ultimate right-of-line, South 39° 16' 19" West, 80.20 feet to the point of beginning.

EXHIBIT "A"
Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

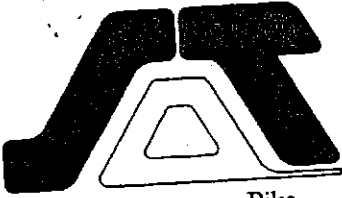
158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

June 8, 1990

DEED OF DEDICATION
BEECHNUT CIRCLE
DEER CREEK SUBDIVISION
PROJECT #1003

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Subdivision Plan of "Deer Creek" prepared for Samuel E. Colavita and Associates by Gilmore and Associates, Inc. dated June 3, 1983 as last revised August 18, 1983 and being more described as follows:

BEGINNING at a point, said point being the Southwesterlymost end of a 15 foot wide radial corner formed by the intersection of the Northeast sideline of Kane Drive, (50.00 feet wide) and the Northwest sideline of Beechnut Circle, (50.00 feet wide); thence, from said beginning point and extending along a line curving to the left in a Northeasterly direction having a radius of 15.00 feet for an arc distance of 26.09 feet to a point on the Northwest sideline of Beechnut Circle, aforesaid; thence, extending along said sideline the following two (2) courses: (1) North 40° 29' 30" East, 128.74 feet to a point of curvature; (2) extending along a line curving to the left in a Northerly direction having a radius of 15.00 feet for an arc distance of 13.62 feet to a point of reverse curvature; thence, extending along a line along the arc of a cul-de-sac said cul-de-sac being the Northeasterlymost terminus of Beechnut Circle extending along a line curving to the right in an Easterly direction having a radius of 50.00 feet for an arc distance of 247.87 feet to a point of reverse curvature on the Southeast sideline of Beechnut Circle, aforesaid; thence, extending along the said sideline the following two (2) courses: (1) extending along a line curving to the left in a Southwesterly direction having a radius of 15.00 feet for an arc distance of 13.62 feet to a point of tangency; (2) South 40° 29' 30" West, 142.36 feet to a point of curvature; thence, extending along a line curving to the left in a Southerly direction having a radius of 15.00 feet for an arc distance of 21.03 feet to a point of tangency on the Northeast sideline of Kane Drive, aforesaid; thence, extending along said Kane Drive sideline, North 39° 50' 30" West, 81.15 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

June 8, 1990

DEED OF DEDICATION
OAK HOLLOW DRIVE
DEER CREEK SUBDIVISION
PROJECT #1003

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Subdivision Plan of "Deer Creek" prepared for Samuel E. Colavita and Associates by Gilmore and Associates, Inc. dated June 3, 1983 as last revised August 18, 1983 and being more described as follows:

BEGINNING at a point, said point being the Southwesterlymost end of a 15.00 foot wide radial corner formed by the intersection of the Northeast sideline of Kane Drive, (50.00 feet wide) and the Southwest sideline of Oak Hollow Drive, (50.00 feet wide); thence, from said beginning point and extending along a line curving to the left in a Northeasterly direction having a radius of 15.00 feet for an arc distance of 23.01 feet to a point of tangency on the Northwest sideline of Oak Hollow Drive, aforesaid; thence, extending along said sideline the following four courses: (1) North $66^{\circ} 33' 00''$ East, 10.35 feet to a point of curvature; (2) extending along a line curving to the left in a Northeasterly direction having a radius of 125.00 feet for an arc distance of 59.52 feet to a point of tangency; (3) North $39^{\circ} 16' 00''$ East, 175.27 feet to a point of curvature; (4) extending along a line curving to the left in a Northerly direction having a radius of 15.00 feet for an arc distance of 13.62 feet to a point of reverse curvature; thence, extending along a line along the arc of a cul-de-sac said cul-de-sac being the Northeasterlymost terminus of Oak Hollow Drive, extending along the line curving to the right in an Easterly direction having a radius of 50.00 feet for an arc distance of 247.87 feet to a point of reverse curvature on the Southeast sideline of Oak Hollow Drive, aforesaid; thence, extending the said sideline the following four (4) courses: (1) extending along a line curving to the left in a Southwesterly direction having a radius of 15.00 feet for an arc distance of 13.62 feet to a point of tangency; (2) South $39^{\circ} 16' 00''$ West, 175.27 feet to a point of curvature; (3) extending along a line curving to the right in a Southwesterly direction having a radius of

Professional Engineering/Land Surveying

175.00 feet for an arc distance of 83.33 feet to a point of tangency;
(4) South $66^{\circ} 33' 00''$ West, 10.00 feet to a point of curvature; thence,
extending along a line curving to the left in a Southerly direction
having a radius of 15.00 feet for an arc distance of 23.56 feet to a
point on the Northeast sideline of Kane Drive, aforesaid; thence,
extending along the said Kane Drive sideline the following two (2)
courses: (1) North $23^{\circ} 27' 00''$ West, 61.07 feet to a point of
curvature; (2) extending along a line curving to the left in a
Northwesterly direction having a radius of 500.00 feet for an arc
distance of 18.38 feet to the point of beginning.

CLERK of COURTS

NORRISTOWN, MONTGOMERY COUNTY, PA

67617

Date Oct. 25 19 90

Defendant _____

Case No. _____

Check # 21289

Received from (NAME)

Jenkins, Tangueri & Jenkins

| | AMOUNT |
|--|--------------|
| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
| <input type="checkbox"/> Lab | |
| <input type="checkbox"/> BW | |
| <input type="checkbox"/> Add'l D.A. Costs | |
| <input type="checkbox"/> Drug/Alcohol | |
| <input type="checkbox"/> State Costs | |
| <input type="checkbox"/> State Fine | |
| <input type="checkbox"/> E.M.S. | |
| <input type="checkbox"/> District Justice | |
| <input type="checkbox"/> Township Fines | |
| <input type="checkbox"/> Restitution | |
| <input type="checkbox"/> Refund | |
| <input checked="" type="checkbox"/> Other Fees (specify) <i>Resolution</i> | <i>10.00</i> |
| <input type="checkbox"/> Short/Over <i># 1415</i> | |
| <input type="checkbox"/> Pvt. Det. Lic. <i>Upper Merion</i> | |

CLERK *Cileen Stagliano* \$10.00

CUSTOMER COPY

RESOLUTION NO. 1416

WHEREAS, the Township of Upper Dublin, Montgomery County, desires to erect, operate and maintain flashing warning devices on Twining Road for the Twining Valley Golf Course; and

WHEREAS, the Vehicle Code requires the approval of the Secretary of Transportation before any device may be legally erected or reconstructed.

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, Upper Dublin Township will be bound by the following provisions:

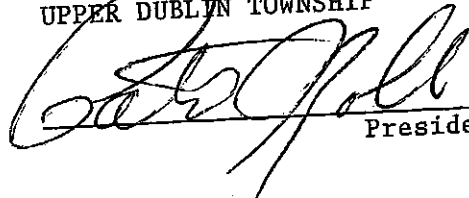
The devices shall be installed and maintained in accordance with the Vehicle Code and the Regulations for the traffic signs, signals and markings of the Department of Transportation, and

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

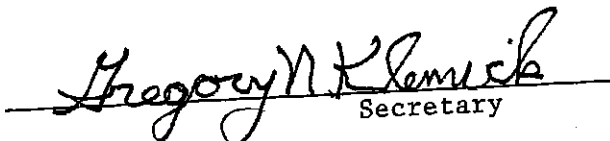
ADOPTED this 9th day of October, 1990.

Signed:

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP


President

Attest:


Secretary

Map 779 Oct. Term 1990

True and correct Copy
Certified from the records
This 11 Day of Dec. A.D. 1990
[Signature]
Clerk of Courts

| |
|------------------------|
| REALTY TRANS. TAX PAID |
| STATE |
| LOCAL |
| PER <i>[Signature]</i> |

019477

RESOLUTION
No. 1417

A RESOLUTION ACCEPTING BY DEED OF DEDICATION THE BED OF TRESSLER DRIVE ON PLAN OF SUBDIVISION OF "TRESSLER DRIVE" LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the bed of Tressler Drive on Plan of Subdivision of "Tressler Drive" 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 Township 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 general 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 THOSE CERTAIN tracts or parcels of ground known as Tressler Drive on Plan of Subdivision of "Tressler Drive," Situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

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500
200

90 DEC 11 PM 2:23

CLERK OF COURTS
MONTGOMERY COUNTY
PENNSYLVANIA

Parcel # 54-00-90106-00-2

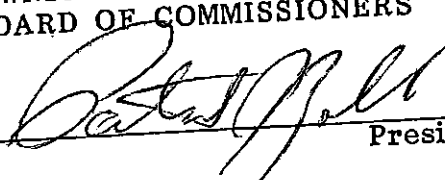
BOOK 4964 PG 2285

REGISTERED
12-11-90

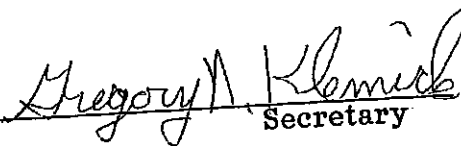
SECTION 2. That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the laws 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 1990.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By  President

Attest


Secretary

RECEIVED IN THIS CONDITION

All that certain piece or parcel of ground situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania described in accordance with a Subdivision Plan of the Tressler Drive Subdivision prepared for T. Patrick Burke by Chambers Associates, Inc., Consulting Engineers and Surveyors, Center Square, PA., dated July 11, 1988, and last revised February 14, 1989 as follows, to wit:

Beginning at a point on the northwesterly side of the Tressler Drive extension (50 feet wide) at its point of intersection with the extended northeasterly side of Shaw Drive (width unstated); thence extending along the northwesterly side of Tressler Drive as extended the four following courses and distances: (1) North 47 degrees 01 minutes East 32.15 feet to a point of curve; (2) extending northeastwardly on the arc of a circle curving to the left having a radius of 125.10 feet the arc distance of 58.19 feet to a point of tangent; (3) North 20 degrees 22 minutes East 101.32 feet to a point of curve; and (4) thence extending northeastwardly on the arc of a circle curving to the left having a radius of 175.00 feet the arc distance of 14.91 feet to a point of reverse curve; thence through a cul-de-sac and along the proposed extension of Tressler Drive the two following courses and distances: (1) extending northeastwardly on the arc of a circle curving to the right having a radius of 175.00 feet the arc distance of 65.56 feet to a point of tangent; and (2) North 47 degrees 02 minutes East 50.00 feet to a point in line of land now or late of W.R. Self; thence extending along the same South 42 degrees 59 minutes East 50.00 feet crossing over the bed of the Tressler Drive Extension to a point on the southeasterly side of same; thence extending along the same South 47 degrees 02 minutes West 50.00 feet to a point of curve thence extending along the southeasterly side of the Tressler Drive extension and a cul-de-sac in a southwesterly direction on the arc of a circle curving to the left having a radius of 125.00 feet the arc distance of 58.18 feet to a point of tangent on the aforementioned southeasterly side of the Tressler Drive Extension, thence extending along the same the three following courses and distances: (1) South 20 degrees 22 minutes West 101.33 feet to a point of curve; (2) extending southwestwardly on the arc of a circle curving to the right having a radius of 175.00 feet the arc distance of 31.44 feet to a point of tangent; and (3) South 47 degrees 01 minutes West 17.15 feet to a point of

11/09/90

16:25

828 9787

SUB PHILA ABSTC

MARIAN BANK

003

NOV- 8-90 THU 15:40 FIRST AMERICAN TITLE VP P.03

curve; thence leaving the Tressler Drive Extension on the arc of a circle curving to the left having a radius of 15.00 feet; the arc distance of 23.56 feet to a point on the northwesterly side of Shaw Drive; thence extending through the bed of the Tressler Drive Extension and along the northeasterly side of Shaw Drive as extended North 42 degrees 59 minutes West 65.00 feet to the first mentioned point and place of beginning.

Being shown on the bed of the Tressler Drive Extension as shown on said plan.

BEING inter alia the same premises which George Q. Hardwick, Executor of the Estate of Doris B. Heston, deceased, by Deed dated 12-30-1988 and recorded at Norristown, PA in Deed Book 4898, page 2006, granted and conveyed unto Lutwyche Corporation, a Pennsylvania Corporation, in fee.

RECEIVED IN THIS CONDITION

BOOK 4964 PG 2288

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 November 13, 1990, 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.

Gregory N. Klemick
Secretary



Margaret Beckenbach

THIS REVISED DESCRIPTION NOT RECORDED
WITH RESOLUTION

Job # 280-002
September 18, 1990

LEGAL DESCRIPTION
TRESSLER DRIVE RIGHT-OF-WAY
UPPER DUBLIN TOWNSHIP

ALL THAT CERTAIN tract or parcel of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, bounded and described in accordance with a Subdivision Plan prepared for T. Patrick Burke, dated July 11, 1988, last revised March 20, 1989, by Chambers Associates, Inc., Consulting Engineers and Surveyors, Center Square, Pennsylvania, as follows to wit:

BEGINNING at a monument set at the intersection of the existing northerly right-of-way of Tressler Drive (50.00 feet wide) and the northeasterly right-of-way line of Shaw Drive (50.00 feet wide); thence along lands of now or formerly James T. and Mary A. Reinochli, North 47 degrees 01 minutes 00 seconds East, 32.15 feet to a monument set, said point also being a corner of lands of the aforementioned Reinochli and Lot #4 as shown on the aforementioned plan; thence along an arc of a circle curving to the left with a radius of 125.10 feet, the arc distance of 58.19 feet to a monument set; thence North 20 degrees 22 minutes 00 seconds East, 101.32 feet to a monument set; thence along an arc of a circle curving to the right with a radius of 175.00 feet, the arc distance of 14.91 feet to a point, said point being a point of reverse curve, thence along an arc of a circle curving to the left with a radius of 25.00 feet, the arc distance of 26.18 feet to a point, said point being a point of reverse curve, thence along an arc of a circle curving to the right with a radius of 50.00 feet, the arc distance of 140.91 feet to an iron pin set on the line of lands of now or formerly W.R. Self; thence along same, South 42 degrees 58 minutes 00 seconds East, 50.00 feet to an iron pin set; thence along lands partially of Lot #3 and partially Lot #2 the following six (6) courses and distances; (1) South 47 degrees 02 minutes 00 seconds West, 50.00 feet to a monument set; (2) along an arc of a circle curving to the left with a radius of 125.00 feet, the arc distance of 58.18 feet to a monument set; (3) South 20 degrees 22 minutes 00 seconds West, 101.33 feet to a monument set; (4) along an arc of a circle curving to the right with a radius of 175.10 feet, the arc distance of 81.44 feet to a monument set; (5) South 47 degrees 01 minutes 00 seconds West, 17.15 feet to a monument set and; (6) along an arc of a circle curving to the left with a radius of 15.00 feet the arc distance of 23.56 feet to a monument set on the northeasterly side of Shaw Drive; thence North 42 degrees 59 minutes 00 seconds West, 65.00 feet to the point of beginning.

CONTAINING 20,000 square feet or 0.46 acres of land.

Exhibit "A"

CLERK of COURTS

NORRISTOWN, MONTGOMERY COUNTY, PA

71588

Date Dec 11 19 90

Defendant _____

Case No. _____

Check # 21454

Received from
(NAME)

Jenkins, Tarquini + Jenkins

| | AMOUNT |
|---|--------------|
| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
| <input type="checkbox"/> Lab | |
| <input type="checkbox"/> BW | |
| <input type="checkbox"/> Add'l D.A. Costs | |
| <input type="checkbox"/> Drug/Alcohol | |
| <input type="checkbox"/> State Costs | |
| <input type="checkbox"/> State Fine | |
| <input type="checkbox"/> E.M.S | |
| <input type="checkbox"/> District Justice | |
| <input type="checkbox"/> Township Fines | |
| <input type="checkbox"/> Restitution | |
| <input type="checkbox"/> Refund | |
| <input checked="" type="checkbox"/> Other Fees (specify) <i>Petition # 1417</i> | <i>10.00</i> |
| <input type="checkbox"/> Short/Over <i>Resolution</i> | |
| <input type="checkbox"/> Pvt. Det. Lic. <i>Upper Merion</i> | |
| CLERK <i>Cileen Stagliano</i> | <i>10.00</i> |

CUSTOMER COPY

RESOLUTION NO. 1418

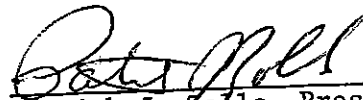
A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, GREGORY N. KLEMICK, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, PATRICK J. ZOLLO, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR RENEWAL OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB.

WHEREAS, it is the desire of the Township of Upper Dublin to be granted a renewal of its Municipal Golf Course Liquor License;

THEREFORE, BE IT RESOLVED, that an application for said license to expire January 31, 1992 be filed with the Pennsylvania Liquor Control Board and that Patrick J. Zollo and/or Gregory N. Klemick are/is hereby authorized to execute the necessary application and bond along with any other forms and papers required for renewal or change.

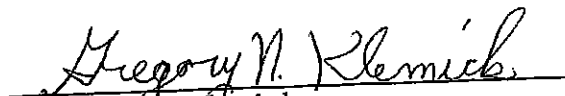
ADOPTED this 13th day of November, 1990.

Signed:



Patrick J. Zollo, President
Board of Commisisoners
Upper Dublin Township

Attest:



Gregory N. Klemick
Township Manager/Secretary
Upper Dublin Township

Seal:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AFFAIRS
BUREAU OF RECREATION AND CONSERVATION

RECREATIONAL IMPROVEMENT AND REHABILITATION ACT (RIRA) PROGRAM
RESOLUTION NO. 1419

WHEREAS Act 1984-106 (P.L. 527), as amended, authorized the Department of Community Affairs to provide grant funds for various municipal park and recreation facility projects; and

WHEREAS Upper Dublin Township desires to
(name of municipal applicant)

rehabilitate the Upper Dublin Community Pool bathhouse
(acquire, develop, or rehabilitate) (name of property, park, or facility)

for public use in accordance with the provisions of Act 1984-106, as amended; and

WHEREAS the estimated cost of the project is \$ 300,000.00; and
(amount)

WHEREAS the \$ 200,000.00 local share will be available for the purposes herein applied; and
(amount)

WHEREAS Upper Dublin Township acknowledges the responsibility
(name of municipal applicant)
to annually budget funds for maintenance/operation of the project site/facility:

NOW, THEREFORE BE IT RESOLVED BY THE Board of Commissioners
(governing body)
of the Upper Dublin Township on this 13 day of November 1990
(name of municipal applicant) (month) (year)

that it agrees to comply with the requirements of the RIRA program and the Department of Community Affairs for

the purpose of obtaining grant funds to rehabilitate
(acquire, develop, or rehabilitate)

the Upper Dublin Community Pool bathhouse.
(name of property, park, or facility)

Attest:

Gregory N. Klemick
Gregory N. Klemick
Manager/Secretary

Patrick J. Zollo
Signature Patrick J. Zollo

President, Board of Commissioners
Title

RESOLUTION NO. 1420

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1991.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year; and,

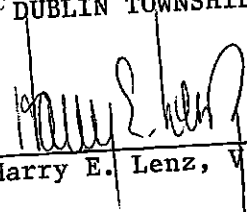
WHEREAS, the proposed 1991 budget was presented at public workshops on November 5th and November 14th, 1990, and,

WHEREAS, amendments were made to the proposed budget during the public budget hearing on November 20th, 1990;

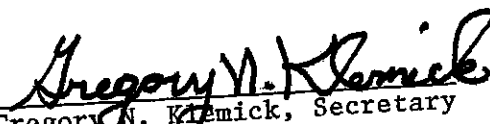
THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibit, for 1991.

ADOPTED this 11th day of December, 1990, A.D.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
Harry E. Lenz, Vice President

ATTEST:


Gregory N. Klemick, Secretary

RESOLUTION NO. 1421

RESOLUTION TO PROVIDE FOR THE IMPOSITION OF FEES FOR THE REVIEW OF LAND DEVELOPMENT PLANS.

WHEREAS, on November 29, 1988, the General Assembly of the Commonwealth of Pennsylvania re-enacted the Pennsylvania Municipalities Planning Code, adopting certain amendments thereto, one of which gives the power to a municipality to establish engineering fees to be charged applicants for reviews of Subdivision and Land Development Plans; and

WHEREAS, the Act permits the fees to be based upon a schedule established by resolution;

NOW, THEREFORE, BE IT RESOLVED that there shall be charges for engineering services, inspections and other duties performed by the Township Engineer, for the year 1990, at the following rates:

| | |
|------------------------|---------------------------|
| Professional Engineer | \$66.00/Hour |
| Project Engineer | \$60.00/Hour |
| Engineer | \$54.00/Hour |
| Surveyor | \$46.00/Hour |
| Senior Designer | \$44.00/Hour |
| Designer | \$40.00/Hour |
| Technician | \$36.00/Hour |
| Draftsman | \$30.00/Hour |
| Construction Inspector | \$32.00/Hour |
| Secretary | \$26.00/Hour |
| Survey Crew | \$90.00/Hour (4 Hr. Min.) |

ADOPTED this 8th day of January, 1991.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



President

Attest:



Secretary

RESOLUTION NO. 1422

WHEREAS, Upper Dublin Township was a participant in an Intergovernmental Cooperative Project to provide Vehicle Physical Damage Insurance Coverage pursuant to the Intergovernmental Cooperation Act of July 12, 1982, No. 180, 53 Pa. Section 481 et seq.

WHEREAS, that effective January 1, 1991, the Intergovernmental Cooperative Project will be terminated by agreement of Upper Dublin Township and the other municipal participants therein;

WHEREAS, it has been determined by Upper Dublin Township that automobile physical damage insurance coverage previously provided under the aforementioned Intergovernmental Cooperative Project will be continued and maintained through participation in the Delaware Valley Insurance Trust;

NOW, THEREFORE, BE IT RESOLVED and it is hereby RESOLVED, that the President of the Board of Commissioners and the Township Secretary are authorized to execute all agreements required to obtain automobile physical damage coverage through the Delaware Valley Insurance Trust on behalf of Upper Dublin Township and to affix the corporate seal thereto, authorizing the participation of Upper Dublin Township in the Delaware Valley Insurance Trust for that purpose.

ADOPTED this 8th day of January, 1991.

Signed:



President

Attest:

Gregory N. Klemick
Secretary

(SEAL)

AMENDMENT TO THE DELAWARE VALLEY INSURANCE TRUST AGREEMENT
ADOPTED BY PARTICIPATING MUNICIPALITIES EFFECTIVE 1/1/91

AS SET FORTH BELOW, THIS AMENDMENT MODIFIES THE BUSINESS AUTOMOBILE LIABILITY COVERAGE TO INCLUDE ALL FIRST PARTY AUTOMOBILE PHYSICAL DAMAGE CLAIMS, WHICH COVERAGE IS MORE SPECIFICALLY DESCRIBED IN THE PROPOSED ENDORSEMENT TO THE TRUST COVERAGE DOCUMENT ATTACHED HERETO AS EXHIBIT "A".

WHEREAS, the Municipal Participants in the Delaware Valley Insurance Trust have determined that it is in the best interest of all participants to amend the Business Automobile Liability Coverage Portion of the Trust Coverage Document to include coverage for all first party automobile physical damage claims;

WHEREAS, the Municipal Participants in the Delaware Valley Insurance Trust also hereby agree that the townships of Upper Merion and Upper Dublin shall be admitted as participants in the Delaware Valley Insurance Trust for the limited purpose of obtaining coverage for first party automobile physical damage claims pursuant to the endorsement to the Trust Coverage Document attached hereto as Exhibit "A"; and

WHEREAS, the townships of Upper Dublin and Upper Merion shall be subject to the terms and conditions set forth in the Trust Agreement, Trust Participating Agreement and Trust Coverage Document as amended, with the exception of the following:

1. The townships of Upper Dublin and Upper Merion shall be responsible only for the payment of annual contributions and premiums exclusively for the first party automobile physical damage coverage referenced herein and for no other types of coverage provided by the Trust.

2. Although the Townships of Upper Dublin and Upper Merion

shall each be entitled to have a representative on the Board of Trustees, these representatives shall only be allowed to vote on matters directly related to the automobile physical damage coverage referenced herein and may not vote in the election of Executive Committee members or officers.

3. Representatives of Upper Dublin and Upper Merion shall not be eligible for membership on the Trust Executive Committee nor may they serve as officers of the Trust.

IN WITNESS WHEREOF, the Trustees have executed this Amendment to the Trust Agreement as of the date above first mentioned.

RESOLUTION NO. 1423

A RESOLUTION ENDORSING THE PARTICIPATION IN A MUTUAL AID AGREEMENT FOR PUBLIC WORKS FUNCTIONS WITH THE MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES.

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act, and the various municipal codes including the Boroughs and the Townships of the First and Second Class of the Commonwealth of Pennsylvania, authorize agreements for mutual aid cooperation by and between communities; and

WHEREAS, Upper Dublin Township recognizes the possible need to utilize or render assistance to a community of the Montgomery County Consortium of Communities with Public Works personnel or equipment; and

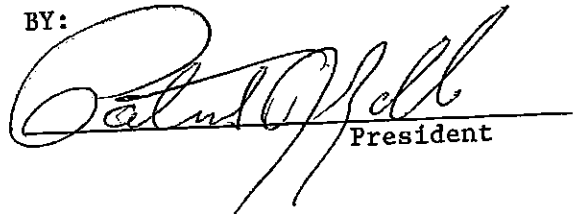
WHEREAS, the Public Works assistance may be provided in an emergency or non-emergency situation as required by the requesting municipality; and

WHEREAS, it is not mandatory to provide Public Works assistance and any such assistance may be withdrawn as determined by the municipal Manager of the assisting community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township does hereby authorize and endorse executing an inter-municipal agreement for the Public Works functions with communities of the Montgomery County Consortium of Communities.

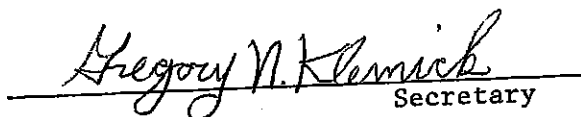
ADOPTED this 8th day of January, 1991.

BY:



President

Attest:



Secretary

INTER-MUNICIPAL DEPARTMENT OF PUBLIC WORKS COOPERATION AGREEMENT

This Agreement made this _____ day of _____, A.D., 1990, among the following communities located within Montgomery County, Pennsylvania:

Abington, a Township of the First Class,
Ambler, a Borough,
Cheltenham, a Home Rule Community,
East Norriton, a Township of the Second Class,
Hatboro, a Borough,
Horsham, a Home Rule Community,
Jenkintown, a Borough,
Lower Gwynedd, a Township of the Second Class,
Lower Merion, a Township of the First Class,
Lower Moreland, a Township of the First Class,
Lower Providence, a Township of the Second Class,
Norristown, a Borough,
Plymouth, a Home Rule Community,
Springfield, a Township of the First Class,
Towamencin, a Township of the Second Class,
Upper Dublin, a Township of the First Class,
Upper Gwynedd, a Township of the First Class,
Upper Merion, a Home Rule Community,
Upper Moreland, a Township of the First Class,
Whitemarsh, a Home Rule Community,
Whitpain, a Township of the Second Class.

WHEREAS, the Pennsylvania Intergovernmental Cooperation Law, and the various Municipal Codes, namely, those of the Cities, Boroughs, and the Townships of the First and Second Class, of the Commonwealth of Pennsylvania, authorize agreements for Departments of Public Works entered into by and between proper authorities of near or adjacent Cities, Townships or Boroughs for requested mutual assistance in Public Works functions, and thereby make available for use throughout the territorial limits of the parties hereto, the services of their officially designated Public Works Departments of the respective municipalities; and

WHEREAS, the parties hereto, desire to establish procedures for transferring the equipment and employees of a municipal Department of Public Works and the regulation thereof, of one municipality to another municipality for the latter's assistance.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties intending hereto, to be legally bound hereby, covenant and agree for themselves, their successors and assigns as follows:

SECTION 1. SCOPE

01.01 Each party to this Agreement agrees that it may provide services of the Department of Public Works to the other, said assistance to be rendered by officially designated Public Works employees of the respective municipality, with such equipment and personnel as is available and necessary to the requesting municipality.

01.02 The authority to request assistance from a party to this agreement is vested with the Municipal Manager or duly authorized agent of the municipality requesting such aid.

01.03 The authority to request assistance shall not be limited to emergency situations, but may exist secondarily through dispatch procedures and mandate established by the Municipal Manager or duly authorized agent of the municipality requesting such further assistance.

01.04 It is hereby agreed and understood that it is not mandatory under this agreement that assistance be furnished to a requesting municipality. The

Municipal Manager or duly authorized agent of the municipality receiving a request shall determine whether such assistance can be provided, and will specify the nature of assistance to be rendered. Any assistance furnished may be withdrawn by order of the Municipal Manager or duly authorized agent of the municipality.

SECTION 2. MANPOWER

02.01 Supervision of any and all manpower serving within the territorial boundaries of any municipality, pursuant to a request for assistance under this Agreement, shall be vested in the Municipal Manager or duly authorized agent of the municipality requesting such aid.

02.02 Manpower is defined as an employee performing the occupation or function of: automotive and equipment maintenance, equipment operation, skilled craftsmen, sanitation and sewer maintenance, wastewater treatment, traffic and street light maintenance, truck driving, and general labor who has been duly appointed to their position and maintains the required qualifications.

02.03 The parties hereto, do not recognize the transfer of one employee from one municipality to another municipality when such transfer does not arise out of a procedure as defined in Section 1 of this Agreement.

SECTION 3. INSURANCE

03.01 Each party hereto, shall provide workmen's compensation insurance for his respective employees, and in the event a claim arises out of this employment as a Public Works employee while outside the territorial boundaries of the municipality, such claim shall be filed, processed and paid by his municipality.

03.02 Each party hereto shall provide auto liability insurance coverage as required by statute.

03.03 The municipality requesting assistance under this Agreement agrees to indemnify, defend and hold harmless the municipality providing the requested assistance and its employees, servants, elected and appointed officials and managers from any and all claims, lawsuits, liabilities or demands arising out of the provision of such assistance in accordance with this Agreement. The municipality requesting assistance further agrees to indemnify the municipality providing that assistance for any legal fees, costs and expenses, including reasonable counsel fees, incurred in the defense of any such claims, demands, liabilities or lawsuits. As proof of the ability of the requesting municipality to perform its indemnification and defense obligations under this paragraph, all parties to this Agreement shall obtain a certificate of insurance providing coverage for the obligations assumed under this Agreement. If that municipality is a member of a self-insurance risk pool or trust, then it shall obtain other documentation evidencing the existence of such coverage.

SECTION 4. WARRANTIES

04.01 In the event that a party hereto, is named in a complaint, or proceeding, arising out of his activities or actions while providing assistance to the other municipality hereto, the aiding municipality shall have the right to retain participating counsel of their choice and at their expense.

04.02 No charge or expense shall be imposed against any party to this agreement, unless specified under specific agreement, for assistance rendered hereunder.

SECTION 5. TERM OF AGREEMENT.

05.01 This Agreement shall become effective upon execution, and shall continue in full force and effect until terminated by a party hereto.

05.02 This Agreement will terminate upon sixty (60) days written notice thereof by the other party.

05.03 Termination pursuant to this Agreement shall not relieve either party hereto of any obligation or liability accrued hereunder prior to such termination.

SECTION 6. ARBITRATION.

06.01 Any dispute arising hereunder shall be finally settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award may be entered in any court having jurisdiction thereof.

SECTION 7. GOVERNING LAW.

07.01 This Agreement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION 8. NOTICES.

08.01 Any notice provided for in this Agreement shall be in writing, and given by certified registered mail, postage prepaid, addressed to the parties to this Agreement.

SECTION 9. MISCELLANEOUS.

09.01 Paragraph headings shall not be considered in the interpretation hereof.

09.02 The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the remainder.

09.03 This Agreement constitutes the entire and only Agreement between the parties relating to the subject matter hereof. Any representation, promise or condition in connection with such subject matter which is not incorporated in this Agreement shall not be binding upon either party hereto. No modification or waiver of this Agreement shall be valid unless in writing and duly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, the day and year first above written.

ATTEST:

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Township of Abington

By: _____
President, Board of Commissioners

Borough of Ambler

By: _____
Council President

Township of Cheltenham

By: _____
President, Board of Commissioners

Township of East Norriton

By: _____
Chairman, Board of Supervisors

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Borough of Hatboro

By: _____

Council President

Township of Horsham

By: _____

Chairman, Board of Supervisors

Borough of Jenkintown

By: _____

Council President

Township of Lower Gwynedd

By: _____

Chairman, Board of Supervisors

Township of Lower Merion

By: _____

President, Board of Commissioners

Township of Lower Moreland

By: _____

President, Board of Commissioners

Township of Lower Providence

By: _____

Chairman, Board of Supervisors

Borough of Norristown

By: _____

Council President

Township of Plymouth

By: _____

Council President

Township of Springfield

By: _____

President, Board of Commissioners

Township of Towamencin

By: _____

Chairman, Board of Supervisors

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Township of Upper Dublin

By: Robert Bello
President, Board of Commissioners

Township of Upper Gwynedd

By: _____
President, Board of Commissioners

Township of Upper Merion

By: _____
Chairman, Board of Supervisors

Township of Upper Moreland

By: _____
President, Board of Commissioners

Township of Whitemarsh

By: _____
Chairman, Board of Supervisors

Township of Whitpain

By: _____
Chairman, Board of Supervisors

Musi # 227 Apr 1991

| |
|-------------------------|
| REALTY TRANS. TAX PAID |
| STATE _____ |
| LOCAL _____ |
| 1991 <i>[Signature]</i> |

RESOLUTION
No. 1424

A RESOLUTION ACCEPTING DEED(S) OF DEDICATION OF THE BEDS OF HOLLY HILL LANE AND SAXON LANE, AND SANITARY AND STORM SEWER LINES, LOCATED IN HOLLY HILL, TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Holly Hill Lane and Saxon Lane, on Plan of Property of Holly Hill, 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 Township 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 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 general 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(s) 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:

THE RECORD OF THE RECORDS
 APR 12 1991
 CLERK OF COURTS
 COUNTY OF MONTGOMERY
 03:11:31

[Signature]
 Clerk of Courts

BOOK 4973 PG 829

38.00
5.00
21.00

004509

1991 APR 12 PM 1:49

ALL THOSE CERTAIN tracts or parcels of ground, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibits "A" and "B", which are 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 of February, 1990.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By 
President

Attest 
Secretary

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-32-4 UPPER DUBLIN
1821 SAXON LN
SABATINO JOSEPH & CAROL C
B 008H U 019 L 19 1180 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-08637-26-4 UPPER DUBLIN
1628 HOLLY HILL LN
GALERMAN ALAN F & LIORA M
B 008H U 008 L 8 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-08637-30-9 UPPER DUBLIN
1636 HOLLY HILL LN
GLENSIDE SERVICE GROUP INC
B 008H U 010 L 10 2104 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-30-6 UPPER DUBLIN
1817 SAXON LN
POCALYKO PAUL W & COLLEEN C
B 008H U 020 L 20 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-06075-16-9 UPPER DUBLIN
1632 HOLLY HILL LN
DE VINCENT JOHN D & LORI M
B 008H U 009 L 9 1101 DATE: 04/12/91

BOOK 4973 PG 830

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 12, 1991, 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.

54-00-90137-007

REGISTERED

Gregory N. Klemick
Secretary

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-06075-02-5 UPPER DUBLIN
1604 HOLLY HILL LN
KRUG MELVIN E & BABETTE J
B 008H U 002 L 2 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-02-7 UPPER DUBLIN
1804 SAXON LN
SAVITSKY MARTIN & CAROLYN
B 008H U 026 L 26 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-04-5 UPPER DUBLIN
1812 SAXON LN
WEINSTEIN ROBERT & LANA G
B 008H U 027 L 27 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-06-3 UPPER DUBLIN
1816 SAXON LN
RUBIN ANDREW D & LOUISE
B 008H U 028 L 28 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-08-1 UPPER DUBLIN
1820 SAXON LN
GRAHAM GRETCHEN O & GEORGE E JR
B 008H U 029 L 29 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-10-8 UPPER DUBLIN
1824 SAXON LN
FINBERG MARC
B 008H U 030 L 30 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-12-6 UPPER DUBLIN
1828 SAXON LN
HOUCHINS BRADFORD D & ELENI C
B 008H U 031 L 31 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-14-4 UPPER DUBLIN
1832 SAXON LN
FLAIG PAUL E & MARGARET B
B 008H U 032 L 32 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-36-9 UPPER DUBLIN
1829 SAXON LN
ZONA JOHN L & LENORE P
B 008H U 017 L 17 1101 DATE: 04/12/91

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-13914-34-2 UPPER DUBLIN
1825 SAXON LN
GLENSIDE SERVICE GROUP INC
B 008H U 018 L 18 2105 DATE: 04/12/91

Bulk: 4973 PG: 831

TOTAL: 21.00

EXHIBIT "A"

HOLLY HILL
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

OWNER/DEVELOPER

WALTER C. EVANS, JR.
 320 NORRISTOWN ROAD
 HORSHAM, PA 19044

LEGAL DESCRIPTIONS OF STREETS

1. HOLLY HILL LANE.
2. SAXON LANE.
3. AREA BETWEEN TITLE LINE AND NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE OF JARRETTOWN ROAD ABUTTING LOT NO. 18, LOT NO. 20, LOT NO. 36, AND LOT NO. 21.
4. AREA BETWEEN THE TITLE LINE AND THE SOUTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE OF WELSH ROAD AND THE AREA BETWEEN THE TITLE LINE AND THE NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE ABUTTING LOT NO. 9 LOT NO. 10, LOT NO. 11 AND THE HEAD OF HOLLY HILL LANE JARRETTOWN ROAD.

BOOK 4973PG 832

#21483
 May 14, 1987

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

HOLLY HILL LANE
HOLLY HILL
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 Subdivision Plan of Holly Hill thereof made December 31, 1986 and last revised April 22, 1987 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania, recorded in Plan Book A-52 page 20, as follows:

BEGINNING at a point of tangency on the southwesterly side of Holly Hill Lane (50' wide), said point being at the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') measured 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') from a point of curvature on the northwesterly ultimate right-of-way line of Jarrettown Road (41.5' wide as widened from its original width of 33' by the addition of 8.50' on the Northwesterly side; THENCE extending from the place of beginning North forty-seven degrees four minutes eleven seconds West (N 47 04' 11" W) along the said southwesterly side of Holly Hill Lane eighty-five and no one-hundredths feet (85.00') to a point of curvature; THENCE northwestwardly still along the southwesterly side of Holly Hill 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 one hundred nineteen and twelve one-hundredths feet (119.12') to a point of tangency; THENCE North eight degrees four minutes eleven seconds West (N 08 04' 11" W) still along the southwesterly side of Holly Hill Lane one hundred twenty-nine and four one-hundredths feet (129.04') to a point of curvature; THENCE northwestwardly still along the said southwesterly side of Holly Hill 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 eighty-nine and ninety one-hundredths feet (89.90') to a point of tangency; THENCE North forty-nine degrees sixteen minutes thirty-two seconds West (N 49 16' 32" W) still along the said southwesterly side of Holly Hill Lane and crossing the head of Saxon Lane (50' wide) two hundred sixty-four and seven one-hundredths feet (264.07') to a point of curvature; THENCE northwestwardly still along the said southwesterly side of Holly Hill 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 ninety-nine and forty-three one-hundredths feet (99.43') to a point of tangency; THENCE North eighty-five degrees nine minutes zero seconds West (N 85 09' 00" W) along the southeasterly side of Holly Hill Lane one hundred thirty-four and fifty-eight one-hundredths feet (134.58') to a point of curvature; THENCE southwestwardly, westwardly and northwestwardly along the southeasterly, southerly and southwesterly sides of Holly Hill Lane on the arc of a circle curving to the right with a radius

CHARLES E. SHOEMAKER, INC.
 ENGINEERS AND SURVEYORS
 SOUTHEAST CORNER OF EAST & EDGE HILL ROADS
 1007 EDGE HILL ROAD
 ABINGTON, PENNSYLVANIA 19001

HOLLY HILL LANE
 HOLLY HILL
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA.

Sheet #2

of one hundred seventy-five and no one-hundredths feet (175.00') the arc distance of one hundred forty and eighteen one-hundredths feet (140.18') to a point of tangency on the northwesterly limit of Holly Hill; THENCE North forty degrees fifty-five minutes ten seconds East (N 40 55' 10" E) crossing the bed of Holly Hill Lane fifty and no one-hundredths feet (50.00') to a point on the northeasterly side of Holly Hill Lane; THENCE along the same South forty-eight degrees fifty-seven minutes eleven seconds East (S 48 57' 11" E) zero and eleven one-hundredths feet (0.11') to a point of curvature; THENCE southeastwardly, eastwardly and northeastwardly along the northeasterly, northerly and northwesterly sides of Holly Hill 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 one hundred and thirteen one-hundredths feet (100.13') to a point of tangency; THENCE South eighty-five degrees nine minutes zero seconds East (S 85 09' 00" E) still along the said Northwesterly side of Holly Hill Lane one hundred thirty-four and fifty-eight one-hundredths feet (134.58') to a point of curvature; THENCE southeastwardly along the northeasterly side of Holly Hill 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 one hundred thirty nine and twenty one-hundredths feet (139.20') to a point of tangency; THENCE South forty-nine degrees sixteen minutes thirty-two seconds East (S 49 16' 32" E) still along the said northeasterly side of Holly Hill Lane two hundred sixty-four and seven one-hundredths feet (264.07') to a point of curvature; THENCE southeastwardly still along the said northeasterly side of Holly Hill 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 one hundred twenty-five and eighty-six one-hundredths feet (125.86') to a point of tangency; THENCE South eight degrees four minutes eleven seconds East (S 08 04' 11" E) still along the said northeasterly side of Holly Hill Lane one hundred twenty-nine and four one-hundredths feet (129.04') to a point of curvature; THENCE southeastwardly still along the said northeasterly side of Holly Hill 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 eighty-five and nine one-hundredths feet (85.09') to a

BONA 4973PC 834

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

EVANS LANE
 HOLLY HILL
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #3

point of tangency; THENCE South forty-seven degrees four minutes eleven seconds East ($S 47^{\circ} 04' 11'' E$) still along the said north-easterly side of Evans Lane eighty-five and no one-hundredths feet (85.00') to a point of curvature; THENCE southeastwardly, eastwardly and northeastwardly 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 northwesterly ultimate right-of-way line of Jarrettown Road; THENCE along the same and crossing the head of Evans Lane South forty-two degrees fifty-five minutes forty-nine seconds West ($S 42^{\circ} 55' 49'' W$) eighty and no one-hundredths feet (80.00') to a point of curvature; THENCE 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 Evans Lane and place of beginning.

BEING Evans Lane on Subdivision Plan of Holly Hill.

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 Up.Dub.-647
 May 14, 1987

BOOK 4973R 835

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
 SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
 1007 EDGE HILL ROAD
 ABINGTON, PENNSYLVANIA 19001

SAXON LANE
 HOLLY HILL
 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 Subdivision Plan of Holly Hill thereof made December 31, 1986 and last revised April 22, 1987 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania, recorded in Plan Book A-52 page 20, as follows:

BEGINNING at a point of tangency on the southeasterly side of Saxon Lane (50' wide), said point being at the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') measured 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') from a point of curvature on the southwest-erly side of Holly Hill Lane (50' wide); THENCE extending from the place of beginning South forty degrees forty-three minutes twenty-eight seconds West (S 40° 43' 28" W) along the southeasterly side of Saxon Lane five hundred ninety-two and thirty-nine one-hundredths feet (592.39') to a point of curvature; THENCE southwestwardly, westwardly and northwestwardly along the southeasterly, southerly and southwesterly sides of Saxon Lane on the arc of a circle curving to the right with a radius of two hundred fifty and no one-hundredths feet (250.00') the arc distance of four hundred twenty-two and thirteen one-hundredths feet (422.13') to a point of tangency; THENCE North forty-two degrees thirty-one minutes fifty seconds West (N 42° 31' 50" W) along the southwesterly side of Saxon Lane one hundred sixteen and forty-four one-hundredths feet (116.44') to a point of curvature; THENCE northwestwardly still along the said southwesterly side of Saxon Lane on the arc of a circle curving to the left with a radius of four hundred fifty and no one-hundredths feet (450.00') the arc distance of fifty and forty-four one-hundredths feet (50.44') to a point of tangency; THENCE North forty-eight degrees fifty-seven minutes eleven seconds West (N 48° 57' 11" W) still along the said southwesterly side of Saxon Lane twenty-six and fifty-nine one-hundredths feet (26.59') to a point on the northwesterly limit of Holly Hill; THENCE North forty degrees fifty-five minutes ten seconds East (N 40° 55' 10" E) crossing the bed of Saxon Lane fifty and no one-hundredths feet (50.00') to a point on the northeasterly side of Saxon Lane; THENCE along the same South forty-eight degrees fifty-seven minutes eleven seconds East (S 48° 57' 11" E) twenty-six and seventy-one one-hundredths feet (26.71') to a point of curvature;

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

SAXON LANE
HOLLY HILL
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

THENCE southeastwardly still along the northeasterly side of Saxon Lane on the arc of a circle curving to the right with a radius of five hundred and no one-hundredths feet (500.00') the arc distance of fifty-six and five one-hundredths feet (56.05') to a point of tangency; THENCE South forty-two degrees thirty-one minutes fifty seconds East (S 42° 31' 50" E) still along the said northeasterly side of Saxon Lane one hundred sixteen and forty-four one-hundredths feet (116.44') to a point of curvature; THENCE southeastwardly, eastwardly and northeastwardly along the northeasterly, northerly and northwesterly sides of Saxon Lane on the arc of a circle curving to the left with a radius of two hundred and no one-hundredths feet (200.00') the arc distance of three hundred thirty-seven and seventy one-hundredths feet (337.70') to a point of tangency on the northwesterly side of Saxon Lane; THENCE along the same North forty degrees forty-three minutes twenty-eight seconds East (N 40° 43' 28" E) five hundred ninety-two and thirty-nine one-hundredths feet (592.39') to a point of curvature; THENCE 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 Holly Hill Lane; THENCE along the same and crossing the head of Saxon Lane South forty-nine degrees sixteen minutes thirty-two seconds East (S 49° 16' 32" E) eighty and no one-hundredths feet (80.00') to a point of curvature; THENCE 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 Saxon Lane and place of beginning.

BEING Saxon Lane on Subdivision Plan of Holly Hill.

#21483
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May 14, 1987

BOOK 4973 PG 837

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

AREA BETWEEN TITLE LINE AND
NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE
OF JARRETTOWN ROAD ABUTTING LOT NO. 18,
LOT NO. 20, LOT NO. 36 AND LOT NO. 21
HOLLY HILL
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 Subdivision Plan of Holly Hill
thereof made December 31, 1986 and last revised April 22, 1987 by
Charles E. Shoemaker, Inc. Engineers and Surveyors of Abington,
Pennsylvania, recorded in Plan Book A-52 page 20, as follows:

BEGINNING at a point on the title line in the bed of
Jarrettown Road on the line dividing Dublyn Crossing Subdivision
from Holly Hill Subdivision; THENCE extending from the place of
beginning North forty-two degrees thirty-one minutes fifty seconds
West (N 42° 31' 50" W) along the line dividing the Dublyn Crossing
Subdivision from the Holly Hill Subdivision thirty and fourteen
one-hundredths feet (30.14') to a point on the northwesterly ultimate
right-of-way line of Jarrettown Road; THENCE along the same North
eighty-six degrees five minutes zero seconds East (N 86° 05' 00" E)
one hundred ninety-six and twenty-seven one-hundredths feet (196.27')
to a point of curvature; THENCE northeastwardly still along the
said northwesterly ultimate right-of-way line of Jarrettown Road
on the arc of a circle curving to the left with a radius of two
hundred eighty and no one-hundredths feet (280.00') the arc distance
of one hundred twenty-nine and eighty-three one-hundredths feet
(129.83') to a point of tangency; THENCE North fifty-nine degrees
thirty-one minutes East (N 59° 31' E) still along the said north-
westerly ultimate right-of-way line of Jarrettown Road one hundred
fifty-five and twenty-four one-hundredths feet (155.24') to a point
of curvature; THENCE northeastwardly still along the said north-
westerly ultimate right-of-way line of Jarrettown Road on the arc
of a circle curving to the left with a radius of seven hundred and
no one-hundredths feet (700.00') the arc distance of one hundred
thirty and forty one-hundredths feet (130.40') to a point in line
of lands now or formerly George L. Burnett, Jr.; THENCE along the
same South forty-eight degrees twenty-one minutes eleven seconds
East (S 48° 21' 11" E) twelve and twenty-two one-hundredths feet
(12.22') to a point on the title line in the bed of Jarrettown Road;
THENCE along the same South forty-two degrees fifty-five minutes
forty-nine seconds West (S 42° 55' 49" W) seventy-two and eighty-
nine one-hundredths feet (72.89') to a point; THENCE South fifty-
nine degrees thirty-one minutes twenty-nine seconds West (S 59° 31'
29" W) still along the said title line in the bed of Jarrettown Road

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
 SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
 1007 EDGE HILL ROAD
 ABINGTON, PENNSYLVANIA 19001

AREA BETWEEN TITLE LINE AND
 NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE
 OF JARRETTOWN ROAD ABUTTING LOT NO. 18,
 LOT NO. 20, LOT NO. 36 AND LOT NO. 21
 HOLLY HILL
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

one hundred fifty-one and twenty-two one-hundredths feet (151.22') to a point; THENCE South forty-five degrees forty-eight minutes ten seconds West (S 45° 48' 10" W) still along the said title line in the bed of Jarrettown Road one hundred five and fifteen one-hundredths feet (105.15') to a point; THENCE South eighty-six degrees thirty-eight minutes ten seconds West (S 86° 38' 10" W) still along the said title line in the bed of Jarrettown Road two hundred ninety-two and no one-hundredths feet (292.00') to the first mentioned point and place of beginning.

BEING the area between the title line and the north-westerly ultimate right-of-way line of Jarrettown Road abutting Lot No. 18, Lot No. 20, Lot No. 36 and Lot No. 21 on Subdivision Plan of Holly Hill.

#21483
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CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

AREA BETWEEN THE TITLE LINE AND
THE SOUTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE
OF WELSH ROAD AND THE AREA BETWEEN THE TITLE LINE
AND THE NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE
ABUTTING LOT NO. 9, LOT NO. 10, LOT NO. 11 AND
THE HEAD OF HOLLYHILL LANE, JARRETTOWN ROAD
HOLLY HILL
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 Subdivision Plan of Holly Hill
thereof made December 31, 1986 and last revised April 22, 1987 by
Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington,
Pennsylvania as follows:

BEGINNING at a point of tangency on the southwesterly
ultimate right-of-way line of Welsh Road (L.R.198) (T.R.63) said
point being at the arc distance of forty and twenty-three one-
hundredths feet (40.23') measured northeastwardly, northwardly and
northwestwardly on the arc of a circle curving to the left with a
radius of twenty-five and no one-hundredths feet (25.00') from a
point of curvature on the northwesterly ultimate right-of-way line
of Jarrettown Road; THENCE extending from the place of beginning
North forty-nine degrees sixteen minutes thirty-two seconds West
(N 49° 16' 32" W) along the said southwesterly ultimate right-of-way
line of Welsh Road nine hundred forty-nine and eighty-six one-hundredths
feet (949.86') to a point; THENCE North forty degrees fifty-five
minutes ten seconds East (N 40° 55' 10" E) forty-nine and sixty-one
one-hundredths feet (49.61') to a point on the title line in the
bed of Welsh Road; THENCE along the same South forty-nine degrees
seventeen minutes fifty-three seconds East (S 49° 17' 53" E) nine
hundred eighty-six and ten one-hundredths feet (986.10') to a point
on the title line of Jarrettown Road; THENCE along the same South
forty-two degrees fifty-five minutes forty-nine seconds West (S 42°
55' 49" W) five hundred eighty-eight and fifty one-hundredths feet
(588.50') to a point; THENCE North forty-eight degrees twenty-one
minutes eleven seconds West (N 48° 21' 11" W) eight and fifty one-
hundredths feet (8.50') to a point on the northwesterly ultimate
right-of-way line of Jarrettown Road; THENCE along the same and
crossing the head of Holly Hill Lane (50' wide) North forty-two degrees
fifty-five minutes forty-nine seconds East (N 42° 55' 49" E) five
hundred twelve and thirty-four one-hundredths feet (512.34') to a
point of curvature; THENCE northeastwardly, northwardly and north-
westwardly on the arc of a circle curving to the left with a radius

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
 SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
 1007 EDGE HILL ROAD
 ABINGTON, PENNSYLVANIA 19001

AREA BETWEEN THE TITLE LINE AND
 THE SOUTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE
 OF WELSH ROAD AND THE AREA BETWEEN THE TITLE LINE
 AND THE NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE
 ABUTTING LOT NO. 9, LOT NO. 10, LOT NO. 11 AND
 THE HEAD OF EVANS LANE, JARRETTOWN ROAD
 HOLLY HILL
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

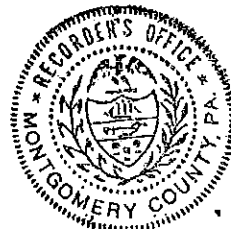
of twenty-five and no one-hundredths feet (25.00') the arc distance
 of forty and twenty-three one-hundredths feet (40.23') to a point
 of tangency on the southwesterly ultimate right-of-way line of
 Welsh Road and place of beginning.

BEING the area between the title line and the south-
 westerly ultimate right-of-way line of Welsh Road and the area
 between the title line and the northwesterly ultimate right-of-way
 line of Jarrettown Road abutting Lot No. 9, Lot No. 10, Lot No. 11
 and the head of Holly Hill Lane on Subdivision Plan of Holly Hill.

#21483

Up. Dub. -647
 May 14, 1987

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 54-00-08637-36-3 UPPER DUBLIN
 1629 HOLLY HILL LN
 RUBENSTEIN WAYNE & VICKI B
 B 008H U 011 L 11 1101 DATE: 04/12/91



Maryanne Beckenbach

BOOK 4973 PG 841

RESOLUTION
No. 1424

A RESOLUTION ACCEPTING DEED(S) OF DEDICATION OF THE BEDS OF HOLLY HILL LANE AND SAXON LANE, AND SANITARY AND STORM SEWER LINES, LOCATED IN HOLLY HILL, TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Holly Hill Lane and Saxon Lane, on Plan of Property of Holly Hill, 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 Township 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 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 general 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(s) 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 or parcels of ground, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibits "A" and "B", which are 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 of February, 1998!

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By *Edward Bell*
President

Attest *Gregory N. Klemick*
Secretary

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 12, 1991, 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.

Gregory N. Klemick
Secretary

CLERK of COURTS
 NORRISTOWN, MONTGOMERY COUNTY, PA

78692

Date April 12 19 91

Defendant _____

Case No. Check # 21909

Received from (NAME) Jenkins, Targuini, Jenkins

| | AMOUNT |
|---|-----------------|
| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
| <input type="checkbox"/> Lab | |
| <input type="checkbox"/> BW | |
| <input type="checkbox"/> Add'l D.A. Costs | |
| <input type="checkbox"/> Drug/Alcohol | |
| <input type="checkbox"/> State Costs | |
| <input type="checkbox"/> State Fine | |
| <input type="checkbox"/> E M S | |
| <input type="checkbox"/> District Justice | |
| <input type="checkbox"/> Township Fines | |
| <input type="checkbox"/> Restitution | |
| <input type="checkbox"/> Refund | |
| <input checked="" type="checkbox"/> Other Fees (specify) <u>Resolution # 1424</u> | <u>\$ 10.00</u> |
| <input type="checkbox"/> Short/Over | |
| <input type="checkbox"/> Pvt. Det. Lic. | |

CLERK Cecilia Stagliano \$ 10.00

CUSTOMER COPY

Moore & Flatpak - Patented 306

- Holly Hill -

Mane # 109 Jan Term 1991

00224

| |
|------------------------|
| REALTY TRANS. TAX PAID |
| STATE |
| LOCAL |
| PER <i>M.A.</i> |

RESOLUTION
No. 1425

A RESOLUTION ACCEPTING DEED OF DEDICATION OF THE BED OF AIMAN CIRCLE LOCATED IN CHESTNUT GLEN SUBDIVISION, TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

1300
153
200

WHEREAS, the bed of Aiman Circle, on Plan of Property of Chestnut Glen, 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 Township 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 lines constructed thereunder; and

WHEREAS, in the judgment of the Commissioners, said road or street is necessary for the convenience of the general 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 piece or parcel of ground be accepted and that it be and the same is 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, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly

91 FEB 22 PM 1:43

CLERK OF COURTS
MONTGOMERY COUNTY

FEB 22 1 21 PM '91

4969PP-2492

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 of February, 1991.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

BY *Paul J. Hall* President

Attest

Gregory N. Klemick
Secretary

True and correct Copy
Certified from the record
This 29th Day of Feb. A.D. 1991.

BOM: 49692493

George J. ...
Clerk of Court

WEIR AND ASSOCIATES INC.

DESCRIPTION OF
AIMAN CIRCLE
CHESTNUT GLEN SUBDIVISION
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA
JUNE 29, 1990

ALL THAT CERTAIN PARCEL OF LAND designated as a 50 foot wide cul-de-sac street known as Aiman Circle, situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a Subdivision Plan of Chestnut Glen Prepared for Giuseppe and Eleonora Pescatore, dated November 25, 1986 and last revised January 11, 1990, as prepared by C. Raymond Weir Associates, Inc., Ambler, PA:

BEGINNING AT A POINT on the northwesterly sideline of Kirks Lane, said point being the angle point in said road, said point also being the intersection of the northwesterly sideline of Aiman Circle herein described and as shown on the said plan; thence from said point of BEGINNING along the northwesterly sideline of Aiman Circle along the arc of a circle curving to the right, having a radius of 175.00 feet, the arc distance of 51.49 feet, to the point of tangency; thence still along the same North 62 degrees 51 minutes 26 seconds East 100.00 feet to a point of curvature; thence still along the same and along the arc of a circle curving to the left, having a radius of 125.00 feet, the arc distance of 36.78 feet to the point of tangency; thence still along the same North 46 degrees 00 minutes East 24.97 feet to a point of curvature; thence still along the same and along the arc of a circle curving to the left, having a radius of 30.00 feet, the arc distance of 35.59 feet to a point of reverse curve; thence along the bulb of the cul-de-sac, along the arc of a circle curving to the right in a northerly, northeasterly and southeasterly direction, having a radius of 50.00 feet, the arc distance of 216.41 feet to a point of tangency; thence along the southeasterly sideline of the said Aiman Circle South 46 degrees 00 minutes West 99.14 feet to a point of curvature; thence still along the same and along the arc of a circle curving to the right, having a radius of 175.00 feet, the arc distance of 51.49 feet to the point of tangency; thence still along the same South 62 degrees 51 minutes 26 seconds West 100.00 feet to a point of curvature; thence still along the same and along the arc of a circle curving to the left, having a radius of 125.00 feet, the arc distance of 10.10 feet to a point of compound curve; thence along a radius round corner and along the arc of a circle curving to the left, having a radius of 15.00 feet, the arc distance of 28.57 feet to a point of tangency; thence along the northeasterly sideline of Kirks Lane, as shown on the said plan, North 50 degrees 55 minutes West 69.81 feet to the first mentioned point and place of BEGINNING.

54-00-90199-00-6

REGISTERED

BOOK 4969 PAGE 2494

Exhibit "A"

JP 2-22-91
#208

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 12*, 1991, 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.

Gregory N. Klemick
Secretary



Margaret Beckenbach

BUR: 4969 2495

CLERK of COURT *Chestnut Street 4938*

NORRISTOWN, MONTGOMERY COUNTY, PA

Date: *July 22* 19 *91*

Defendant _____

Case No. _____

Check # 21699

Received from (NAME) _____

Jenkins, Tarquini + Jenkins

| | AMOUNT |
|--|--------------|
| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
| <input type="checkbox"/> Lab | |
| <input type="checkbox"/> BW | |
| <input type="checkbox"/> Add'l D.A. Costs | |
| <input type="checkbox"/> Drug/Alcohol | |
| <input type="checkbox"/> State Costs | |
| <input type="checkbox"/> State Fine | |
| <input type="checkbox"/> E M S | |
| <input type="checkbox"/> District Justice | |
| <input type="checkbox"/> Township Fines | |
| <input type="checkbox"/> Restitution | |
| <input type="checkbox"/> Refund | |
| <input checked="" type="checkbox"/> Other Fees (specify) <i>Resolution</i> | <i>10.00</i> |
| <input type="checkbox"/> Short/Over <i># 1425</i> | |
| <input type="checkbox"/> Pvt. Det. Lic. <i>Upper Merion Twp. #</i> | |
| <i>Cileen Stagliano</i> | <i>10.00</i> |

CLERK _____

Cileen Stagliano

CUSTOMER COPY

Moore © Flatpakit © - Patented 308

COURTS
MONTGOMERY

JUL 22 1991

RESOLUTION
NO. 142

A RESOLUTION ACCEPTING DEED OF DEDICATION FOR THE BEDS OF CHAUCER DRIVE, LEWISVILLE DRIVE, THORNBURY DRIVE, AND A PORTION OF LIMEKILN PIKE, ON PLAN OF PROPERTY OF DUBLIN GLEN, LOCATED IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

2500
50
200

WHEREAS, the beds of Chaucer Drive, Lewisville Drive, Thornbury Drive, and a portion of Limekiln Pike, on Plan of Property of Dublin Glen, 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 Township 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 general 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:

FEB 22 11 15 AM '91
CLERK OF COURTS
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THOSE CERTAIN tracts or parcels of ground known as Chaucer Drive, Lewisville Drive, Thornbury Drive, and a portion of Limekiln Pike, on Plan of Property of Dublin Glen, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

91 FEB 22 PM 1:45

| | |
|------------------------|------|
| REALTY TRANS. TAX PAID | |
| STATE | |
| LOCAL | |
| PER | M.P. |

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 February, 1996.

Attest:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Gregory N. Klemick
Secretary

By: [Signature]
President

BOOK 4970 PG 2

True and correct Copy
Certified from the record
This 22nd Day of Jan. A.D. 1990

[Signature]
Clerk of Courts

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 12, 1998, 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.

Gregory N. Klemick
Secretary

BANK 4970 PG 3

1000 Pennsylvania Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

November 20, 1989

DEEDS OF DEDICATION
DUBLIN GLENN
PROJECT #1433

Chaucer Drive:

ALL THAT CERTAIN tract or 50-foot wide strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Plan of Subdivision prepared for Evans Builders, Inc. by C. Raymond Weir Associates, Inc. dated April 23, 1986 as last revised February 12, 1988 and being more fully describes as follows:

BEGINNING at a point on the Southeast sideline of Chaucer Drive (50.00 foot wide) said point being a corner in the line dividing the Lands of Clifford Ways and the line of Lands of Lot 32 said point being located the following two (2) courses from a point marking the intersection of the centerline of Norristown Road (L.R. 46073) of variable width and the centerline of Chaucer Drive aforesaid; (1) extending along the said centerline of Chaucer Drive, South 04° 40' 00" East, 241.37 feet to a point; (2) North 85° 20' 00" East, 25.00 feet to the point of beginning; thence, from said beginning point and extending along the said sideline of Chaucer Drive the following four (4) courses: (1) extending along the line curving to the right in a Southwesterly direction having a radius of 250.00 feet for an arc distance of 329.43 feet to a point of tangency; (2) South 70° 50' 00" West, 67.82 feet to a point of curvature; (3) extending along the line curving to the left in Southwesterly direction having a radius of 200.00 feet for an arc distance of 118.19 feet to a point of tangency; (4) South 36° 58' 30" West, 191.94 feet to a point of curvature; thence, extending along the line curving to the left in a Southeasterly direction having a radius of 15.00 feet for an arc distance of 23.56 feet to a point of tangency on the Northeast sideline of Thornbury Lane (50.00 feet wide); thence, extending along the said sideline and along the Southeasterlymost terminus of Chaucer Drive, North 53° 01' 30" West, 80.00 feet to a point of curvature; thence, extending along the line curving to the left in a Northeasterly direction having a radius of 15.00 feet for an arc distance of 23.56 feet to a point of tangency on the Northwest sideline of Chaucer Drive aforesaid; thence, extending along the said sideline the following four (4) courses: (1) North 36°

Professional Engineering/Land Surveying

EXHIBIT "A"

58' 30" East, 191.94 feet to a point of curvature; (2) extending along the line curving to the right in a Northeasterly direction having a radius of 250.00 feet for an arc distance of 147.73 feet to a point of tangency; (3) North 70° 50' 00" East, 67.82 feet to a point of curvature; (4) extending along the line curving to the left in a Northerly direction having a radius of 200.00 feet for an arc distance of 263.54 feet to a point of tangency; thence, extending North 85° 20' 00" East, 50.00 feet to the point of beginning.



Scout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

November 20, 1989

DEEDS OF DEDICATION
DUBLIN GLENN
PROJECT #1433

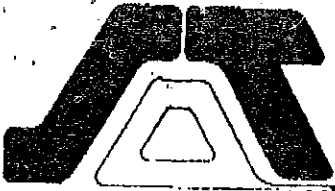
Lewisville Drive:

ALL THAT CERTAIN tract or 50-foot wide strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Plan of Subdivision prepared for Evans Builders, Inc. by C. Raymond Weir Associates, Inc. dated April 23, 1986 as last revised February 12, 1988 and being more fully describes as follows:

BEGINNING at a point said point being the Northeasterlymost end of a 15-foot wide radial corner formed by the intersection of the Southeast sideline of Chaucer Drive (50.00 feet wide) and the Northeast sideline of Lewisville Drive (50.00 feet wide); thence, from said beginning point and extending along the line curving to the left in a Southeasterly direction having a radius of 15.00 feet for an arc distance of 21.29 feet to a point of tangency on the Northeast sideline of Lewisville Drive aforesaid; thence, extending along the said sideline the following three (3) courses: (1) South 35° 40' 00" East, 72.20 feet to a point of curvature; (2) extending along the line curving to the left in a Southeasterly direction having a radius of 150.00 feet for an arc distance of 60.86 feet to a point of tangency; (3) South 58° 53' 50" East, 201.72 feet to a point in the Northwest line of Lands of Jack Loeb; thence, extending along the said Loeb lands and along the Southeasterlymost terminus of Lewisville Drive, South 01° 05' 30" West, 57.76 feet to a point on the Southwest sideline of Lewisville Drive aforesaid; thence, extending along the said sideline the following three (3) courses: (1) North 58° 53' 50" West, 230.59 feet to a point of curvature; (2) extending along the line curving to the right in a Northwesterly direction having a radius of 200.00 feet for an arc distance of 81.09 feet to a point of tangency; (3) North 35° 40' 00" West, 72.20 feet to a point of curvature; thence, extending along the line curving to the left having a radius of 15.00 feet for an arc distance of 21.29 feet to a point of reverse curvature on the Southeast sideline of Chaucer Drive (50.00 feet wide); thence, extending

Professional Engineering/Land Surveying

along the said sideline and along the Northwesterlymost terminus of Lewisville Drive and extending along the line curving to the left in a Northeasterly direction having a radius of 250.00 feet for an arc distance of 75.77 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sunneytown Pike
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(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

November 20, 1989

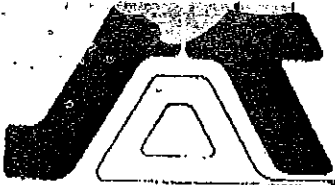
DEEDS OF DEDICATION DUBLIN GLENN PROJECT #1493

Limekiln Pike:

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as the Southwest side of Limekiln Pike on a Plan of Subdivision prepared for Evans Builders, Inc. by C. Raymond Weir Associates, Inc. dated April 23, 1986 as last revised February 12, 1988 and being more fully describes as follows:

BEGINNING at a point marking the intersection of the centerline of Limekiln Pike (T.R. 152) of variable width and the centerline of Thornbury Lane (50.00 feet wide); thence, from said beginning point and extending along the said centerline of Limekiln Pike, South 02° 23' 30" East, 150.00 feet to a point in the Northwest line of Lands of Pileggi & Sons-Limekiln Pike Nursery; thence, extending along the said Nursery lands, South 87° 36' 30" West, 30.00 feet to a point on the Southwest sideline of Limekiln Pike aforesaid; thence, extending along the said sideline and crossing over the Northeasterlymost terminus of Thornbury Lane aforesaid, North 02° 23' 30" West, 622.54 feet to a point in the Southeast line of Lands of Jack Loeb; thence, extending along the said Loeb lands, North 38° 07' 20" East, 53.88 feet to a point on the centerline of Limekiln Pike aforesaid; thence, extending along the centerline, South 02° 23' 30" East, 513.50 feet to the point of beginning.

4970 8



Stout, Tacconelli & Associates, Inc.

1744 Summeytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

November 20, 1989

DEEDS OF DEDICATION
DUBLIN GLENN
PROJECT #1433

Thornbury Drive:

ALL THAT CERTAIN tract or strip of ground being situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Plan of Subdivision prepared for Evans Builders, Inc. by C. Raymond Weir Associates, Inc. dated April 23, 1986 as last revised February 12, 1988 and being more fully describes as follows:

BEGINNING at a point the Southeasterlymost end of a 25-foot radial corner formed by the Southwest sideline of Limekiln Pike (T.R. 152) of variable width and the Southeast sideline of Thornbury Drive (50.00 feet wide); thence, from said beginning point and extending along the line curving to the left in a Westerly direction having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency on the Southeast sideline of Thornbury Drive aforesaid; thence, extending along the said sideline the following nine (9) courses: (1) South $87^{\circ} 36' 30''$ West, 78.46 feet to a point of curvature; (2) extending along the line curving to the right in a Northwesterly direction having a radius of 250.00 feet for an arc distance of 80.50 feet to a point of tangency; (3) North $73^{\circ} 56' 30''$ West, 230.62 feet to a point of curvature; (4) extending along the line curving to the left in a Westerly direction having a radius of 200.00 feet for an arc distance of 66.61 feet to a point of tangency; (5) South $86^{\circ} 57' 50''$ West, 223.07 feet to a point of curvature; (6) extending along the line curving to the right in a Northwesterly direction having a radius of 250.00 feet for an arc distance of 148.96 feet to a point of tangency; (7) North $58^{\circ} 53' 50''$ West, 318.33 feet to a point of curvature; (8) extending along the line curving to the right in a Northwesterly direction having radius of 525.00 feet for an arc distance of 53.81 feet to a point of tangency; (9) North $53^{\circ} 01' 30''$ West, 482.98 feet to a point in the Southeast line of Lands of Richard Hood; thence, extending along the said Hood lands and along the Northwesterlymost terminus of Thornbury Drive aforesaid, North $36^{\circ} 09' 10''$ East, 50.01

6- 4970PG 9

feet to a point on the Northeast sideline of Thornbury Drive aforesaid; thence, extending along the said sideline the following nine courses: (1) South 53° 01' 30" East, 483.69 feet to a point of curvature; (2) extending along the line curving to the left in a Southeasterly direction having a radius of 475.00 feet for an arc distance of 48.70 feet to a point of tangency; (3) South 58° 53' 50" East, 318.33 feet to a point of curvature; (4) extending along the line curving to the left in a Northeasterly direction having a radius of 200.00 feet for an arc distance of 119.17 feet to a point of tangency; (5) North 86° 57' 50" East, 223.07 feet to a point of curvature; (6) extending along the line curving to the right in a Southeasterly direction having a radius of 250.00 feet for an arc distance of 83.31 feet to a point of tangency; (7) South 73° 56' 30" East, 230.62 feet to a point of curvature; (8) extending along the line curving to the left in a Northeasterly direction having a radius of 200.00 feet for an arc distance of 64.40 feet to a point of tangency; (9) North 87° 36' 30" East, 78.46 feet to a point of curvature; thence, extending along the line curving to the left in a Northerly direction having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency on the Southwest sideline of Limekiln Pike aforesaid; thence, extending along the said sideline and along the Northeasterlymost terminus of Thornbury Drive aforesaid, South 02° 23' 30" East, 100.00 feet to the point of beginning.

5400-90133-00-9

REGISTERED

2.00 dt 2-22-91



Maryanne Beckenbach

BULL: 4970PG 10

CLERK of COURTS

NOORISTOWN, MONTGOMERY COUNTY, PA

William Allen

74937

Date

Feb. 22 19 91

Defendant

Case No.

Check # 21705

Received from
(NAME)

Jenkins, Tarquini + Jenkins

| | AMOUNT |
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| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
| <input type="checkbox"/> Lab | |
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| <input type="checkbox"/> State Fine | |
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| <input type="checkbox"/> Township Fines | |
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| <input type="checkbox"/> Refund | |
| <input checked="" type="checkbox"/> Other Fees (specify) <i>Resolution</i> | <i>\$ 10.00</i> |
| <input type="checkbox"/> Short/Over <i># 1426</i> | |
| <input type="checkbox"/> Pvt. Det. Lic. <i>Upper Merion</i> | |
| CLERK <i>William Stagliano</i> | <i>\$ 10.00</i> |

CUSTOMER COPY

Moore © Flatpakit © - Patented 306

7 5502712

RESOLUTION NO. 1427

A RESOLUTION ENDORSING THE PARTICIPATION IN A MUTUAL AID AGREEMENT FOR TECHNICAL AND INSPECTION SERVICES WITH THE MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES.

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act, and the various municipal codes including the Boroughs and the Townships of the First and Second Class of the Commonwealth of Pennsylvania, authorize agreements for mutual cooperation by and between communities; and

WHEREAS, Upper Dublin Township recognizes the possible need to utilize or render assistance to a community of the Montgomery County Consortium of Communities with technical and inspection services; and

WHEREAS, the technical and inspection services may be provided in an emergency or non-emergency situation as required by the requesting municipality; and

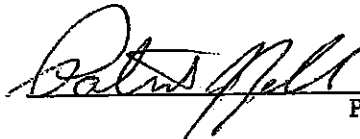
WHEREAS, it is not mandatory to provide technical and inspection services and any such assistance may be withdrawn as determined by the municipal Manager of the assisting community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township does hereby authorize and endorse executing an inter-municipal agreement for technical and inspection services with communities of the Montgomery County Consortium of Communities.

ADOPTED this 12th day of February, 1991.

By:

UPPER DUBLIN TOWNSHIP



President

Attest:



Secretary

RESOLUTION
No. 1428

A RESOLUTION ACCEPTING A SANITARY SEWER EASEMENT AGREEMENT FOR AN EASEMENT LOCATED IN THE PROPERTY OWNED BY BROOKWOOD PROPERTY OWNERS ASSOCIATION IN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, Brookwood Property Owners Association is the owner of all that certain lot or tract of land situate at Bethlehem Pike and Randolph Avenue, Township of Upper Dublin, Montgomery County, Pennsylvania; and

WHEREAS, Township desires to acquire from Owner an easement as more fully described hereinafter to construct a sanitary sewer interceptor line for the purpose of furnishing public sewer services in the Township; and

WHEREAS, Owner has agreed to grant to Township a sanitary sewer easement and right-of-way on the terms and conditions hereinafter set forth; and

WHEREAS, in the judgment of the Commissioners said sanitary sewer easement is necessary for the convenience of the general 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:

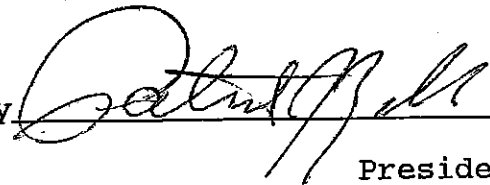
Section 1: That the Sanitary Sewer Easement Agreement, a copy of which is attached hereto as Exhibit "A", be accepted for use by the Township of Upper Dublin for the construction and maintenance of a sanitary sewer interceptor line.

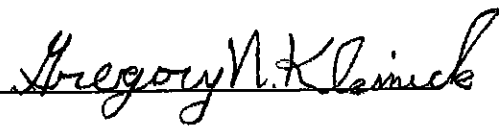
Section 2: That the Secretary of the Township of Upper Dublin be authorized and directed to file a true and correct copy

of the said Easement Agreement with the Recorder of Deeds 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 March, 1991.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

BY 
President

Attest 
Secretary

SANITARY SEWER EASEMENT AGREEMENT

THIS AGREEMENT made this 12th day of March 1991, by and between BROOKWOOD PROPERTY OWNERS ASSOCIATION of Upper Dublin, Pennsylvania (hereinafter called "Owner") and the TOWNSHIP OF UPPER DUBLIN, Montgomery County, Pennsylvania, having an office address as 801 Loch Alsh Avenue, Fort Washington (hereinafter called "Township").

WITNESSETH:

WHEREAS, Brookwood Property Owners Association is the owner of all that certain lot or tract of land situate at Bethlehem Pike and Randolph Avenue, Township of Upper Dublin, Montgomery County, Pennsylvania; and

WHEREAS, Township desires to acquire from Owner an easement as more fully described hereinafter to construct a sanitary sewer interceptor line for the purpose of furnishing public sewer services in the Township; and

WHEREAS, Owner has agreed to grant to Township a sanitary sewer easement and right-of-way on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, warranties, and agreements contained herein and intending to be legally bound hereby, Owner and Township agree as follows:

1. Owner hereby grants, bargains and sells and by these presents does grant, bargain, sell, convey, transfer and assign unto the Township a permanent easement and right-of-way under, across, upon and through the land hereinafter described in Exhibit "A" attached hereto and made a part hereof for the following uses and purposes:

a. To construct, repair, renew, relocated, add to, operate and maintain therein, the sewer facilities on, over, across and within the twenty (20) feet right-of-way located as shown on the plan and description attached hereto as Exhibit "B".

b. The Township covenants that it will, at its own cost and expense, construct and maintain the sewer facilities and that no connection fees nor assessments will be levied against owner for said construction.

2. In addition to the twenty (20) foot permanent easement granted above, Township shall have a thirty (30) foot wide temporary working easement for the purpose of the original construction and installation of the sewer facilities, said temporary easement, Hereafter described in Exhibit "C" attached hereto and made a part hereof and located as shown on Exhibit "B". No structures or buildings shall be damaged or removed during the installation and use of the temporary easement. The temporary easement shall automatically terminate immediately upon the installation of the sewer line.

3. Township agrees that this Agreement is a grant of right-of-way and easement for the purposes herein contained and for so long as the sewer facilities are used by Township or its successors and assigns. Owner shall have the right to occupy the surface of the ground for any purposes in any manner not injurious to the sewer facilities nor

interfering with the rights herein granted, but Owner shall not erect buildings or structures (other than fences) of any kind upon the said right-of-way.

4. Township agrees that, to the extent reasonably practicable at the completion of any work, either initial construction or subsequent maintenance or repair, it will, at its own cost and expense, restore the surface of the said 20 foot permanent easement and 30 foot temporary easement used by it to as nearly the same order and condition as possible, except for the trees and shrubbery that existed prior to the commencement of work. Further, Township covenants that workmen's compensation insurance will be provided by the Contractor as well as public liability insurance of at least \$2,000,000.00 per occurrence for damage to property, with Owner named as additional insured.

5. Township agrees that all work planned to be done within the easement is in conformance with the regulations established by the Commonwealth of Pennsylvania Department of Environmental Resources for environmental erosion and sedimentation controls and the Township and the Contractor have obtained all necessary approvals and permits from the Department of Environmental Resources.

6. Except as for the obligations of Township in paragraph 4 above, Owner hereby waives and releases to Township all right to damages, within the temporary and permanent right-of-way, from whatever source, arising from or incidental to the exercise by Township, its agents, employees, successors or assigns, of the rights herein granted.

7. If at any time hereafter Township, its successors or assigns shall cease to use the sewer facilities or abandon the same, this Agreement and all rights given to Township shall terminate.

8. The covenants in this Agreement shall bind the parties hereto, their heirs, executors, administrators, successors and assigns, and shall run with and bind the Property and lands described in Exhibit "A" and shown upon the plan attached as Exhibit "B".

9. Owner hereby agrees that there are no mortgages with respect to the Property other than mortgages with respect to which the mortgagee has joined in this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this agreement the day and year first above written.

Witness:

Julius Alexander

By:  (SEAL)

Attest:

TOWNSHIP OF UPPER DUBLIN

Gregory N. Klemick
Secretary

By:



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976

(215) 343-5700

FAX:

(215) 343-0875

901 Woodbine Avenue, Bensalem, PA 19020

(215) 638-3400

Suite 3, 219 Main Street, Trappe, PA 19426

(215) 489-5100

January 8, 1991

DESCRIPTION OF
20-FOOT WIDE SANITARY SEWER EASEMENT
THROUGH LANDS NOW OR LATE OF
BROOKWOOD PROPERTY OWNERS ASSOCIATION
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a 20-foot wide sanitary sewer easement through lands now of late of the Brookwood Property Owners Association, bounded and described according to a plan prepared by Carroll Engineering Corporation, 949 Easton Road, Suite 100, Warrington, Pennsylvania 18976, plan titled "Bellaire Avenue Interceptor - Sanitary Sewer Easement Acquisition Over Lands Now or Late of Brookwood Property Owners Association", and dated 12/18/90.

BEGINNING at a point of intersection of the easterly right-of-way line of Bethlehem Pike (60 feet wide) and the northerly right-of-way line of Randolph Avenue (50 feet wide):

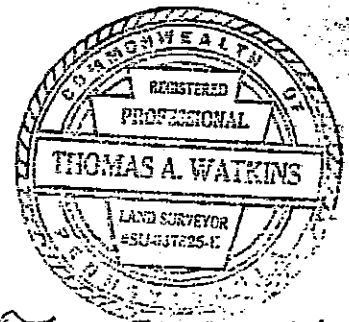
1. Thence leaving said right-of-way intersection, passing through lands now or late of the Brookwood Property Owners Association and passing along the southerly side of an existing 20-foot wide sanitary sewer easement, North 74 degrees 01 minutes 00 seconds East a distance of 345.53 feet to a point;
2. Thence continuing through lands of said Brookwood Property Owners Association and along said existing 20-foot wide sanitary sewer easement, North 40 degrees 48 minutes 00 seconds East a distance of 196.81 feet to a point on the westerly existing right-of-way line of Bellaire Avenue (50 feet wide - unimproved roadway);
3. Thence along said right-of-way line, South 09 degrees 10 minutes 00 seconds West a distance of 38.13 feet to a point;
4. Thence leaving said right-of-way line and continuing through lands of said Brookwood Property Owners Association, South 40 degrees 48 minutes 00 seconds West a distance of 170.32 feet to a point;
5. Thence through the same, South 74 degrees 01 minutes 00 seconds West a distance of 308.90 feet to a point on the northerly existing right-of-way line of Randolph Avenue;
6. Thence along said right-of-way line, North 80 degrees 50 minutes 00 seconds West a distance of 47.06 feet to the first mentioned point and place of BEGINNING.

Description of
20-foot Wide Sanitary Sewer Easement
Through Lands Now or Late of
Brookwood Property Owners Association
CEC #89-4057 (GENP915.004)
Page Two
January 8, 1991

Containing 10,216 square feet of land, more or less. Together with a 30-foot wide temporary access easement bounded and described as follows:

BEGINNING at a point on the southerly side of the above described 20-foot wide sanitary sewer easement, said point being located North 74 degrees 01 minutes 00 seconds East a distance of 177.13 feet along said above described easement from a point on the northerly existing right-of-way line of Randolph Avenue, said point being the terminus of course No. 5 of the above described easement:

1. Thence continuing along said southerly side of the above described 20-foot wide sanitary sewer easement, North 74 degrees 01 minutes 00 seconds East a distance of 32.28 feet to a point;
2. Thence leaving said southerly side of the above described 20-foot wide sanitary sewer easement and continuing through lands of said Brookwood Property Owners Association, South 05 degrees 40 minutes 00 seconds West a distance of 89.16 feet to a point on the northerly existing right-of-way line of Randolph Avenue;
3. Thence along said right-of-way line, North 80 degrees 50 minutes 00 seconds West a distance of 30.06 feet to a point;
4. Thence leaving said existing right-of-way line or Randolph Avenue and continuing through lands of said Brookwood Property Owners Association, North 05 degrees 40 minutes 00 seconds East a distance of 75.42 feet to the first mentioned point and place of BEGINNING.



Thomas A. Watkins

EXHIBIT "C"

EXHIBIT "B"

REF. PLAN NO. C37-119, JOB NO. 89-4057
BY CARROLL ENGINEERING CORP., 12-18-90

RANDOLPH AVENUE

50' SOUTHERLY R/W

N 80° 50' 00" W
47.06'

POINT OF BEGINNING

BETHLEHEM PIKE

WESTERLY R/W

EASTERLY R/W

LANDS N/L
BROOKWOOD PROPERTY
OWNERS ASSOCIATION

30 FT. WIDE
TEMPORARY
ACCESS
EASEMENT
(SEE SUB
SKETCH)
RIGHT

SCALE: 1" = 100'

BELLAIRE AVENUE

N 40° 01' 00" E
196.81'

AVENUE

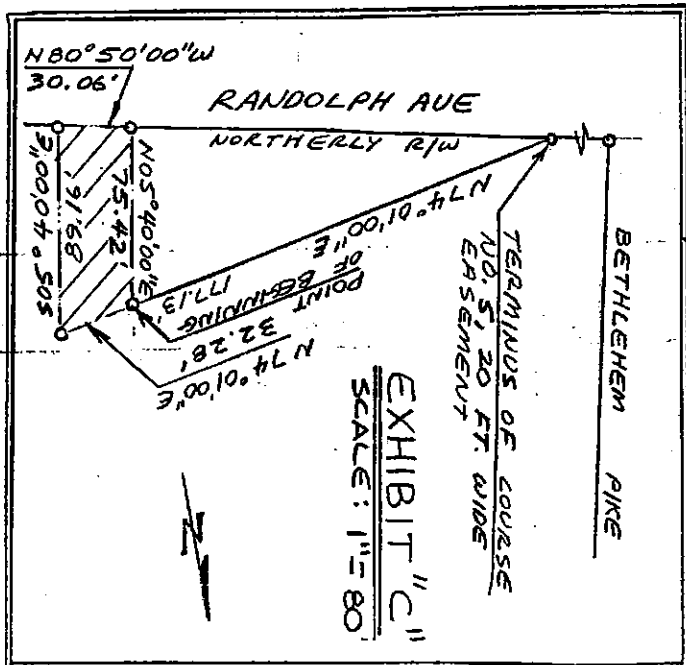


EXHIBIT "C"
SCALE: 1" = 80'

PLAN OF
20 FT. WIDE SANITARY SEWER EASEMENT
AND
30 FT. WIDE TEMPORARY ACCESS EASEMENT
ON LANDS N/L OF

BROOKWOOD PROPERTY OWNERS ASSOCIATION
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY

SCALE: AS NOTED

DATE: 2/27/91

003723

DG

Miss
179 Jun 1991

RESOLUTION
No. 1429

A RESOLUTION ACCEPTING DEED OF DEDICATION OF THE BEDS OF TREETOP LANE, DILLON ROAD, AND UTILITY EASEMENTS LOCATED IN TREETOP ESTATES, TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Treetop Lane, Dillon Road and certain Utility Easements, on Plan of Property of Treetop Estates, 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 Township 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 utility easements constructed thereunder; and

WHEREAS, in the judgment of the Commissioners, said roads or streets and utility easements are necessary for the convenience of the general 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:

19.00
8.50
5.00

91 MAR 28 PM 1:41

BONA 4972 PG 440

| | |
|------------------------|--------------------|
| REALTY TRANS. TAX PAID | |
| STATE | _____ |
| LOCAL | _____ |
| PER | <i>[Signature]</i> |

ALL THOSE CERTAIN tracts or parcels of ground, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A", which are 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 of March, 1991.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By *[Signature]* President

Attest *Gregory M. Klemick*
Secretary

True and correct Copy
Certified from the record
This 12th Day of March A.D. 1991

[Signature]
Clerk of Courts

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 *March 12*, 1991, 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.

Gregory N. Klemick
Secretary

LEGAL DESCRIPTIONS OF ROADS TO BE DEDICATED

SHEET 1 OF 1

TREETOP ESTATES

TREETOP LANE

BEGINNING at a point on the Westerly side of Treetop Lane (50 feet wide), said point also being a corner of lands now or late of R. and R. R. Michaelson; thence South 50 degrees 45 minutes 00 seconds East 50.00 feet to a point; thence South 29 degrees 54 minutes 37 seconds East 19.03 feet to a point of curve; thence along the arc of a circle curving to the Right having a radius of 50.00 feet the arc distance of 217.44 feet to a point of tangency; thence North 39 degrees 15 minutes 00 seconds East 53.50 feet to the first mentioned point and place of beginning.

CONTAINING 8,587 square feet, more or less.

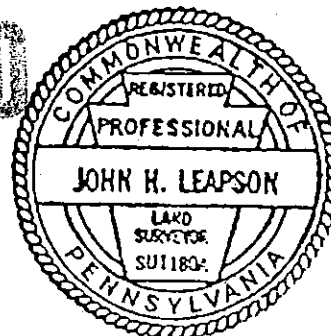
DILLON ROAD

BEGINNING at a point, a concrete monument set on the Westerly ultimate right-of-way line of Dillon Road (ultimate width 50 feet), also being a corner of Lot 6; thence from said point of beginning South 50 degrees 45 minutes 00 seconds East 25.00 feet to a point; thence South 39 degrees 15 minutes 00 seconds West 245.31 feet to a point; thence North 49 degrees 33 minutes 30 seconds West 25.00 feet to a concrete monument set on the Westerly ultimate right-of-way line of Dillon Road, being a corner of Lot 5; thence North 39 degrees 15 minutes 00 seconds East 244.79 feet to the first mentioned point and place of beginning.

CONTAINING 6,125 S.F.

54-00-90051-00-3

REGISTERED



BOOK 4972P 443

Exhibit "A"

LEGAL DESCRIPTION OF EASEMENTS

SHEET 1 OF 2

TREETOP ESTATES

20 FOOT WIDE UTILITY EASEMENT - LOT 1

BEGINNING at a point on the Westerly side of Treetop Lane (50 feet wide), said point also being a corner of lands now or late of R. and R. R. Michaelson; thence along the said Westerly side of Treetop Lane South 39 degrees 15 minutes 00 seconds West 20.00 feet to a point; thence North 50 degrees 45 minutes 00 seconds West 30.00 feet to a point; thence North 39 degrees 15 minutes 00 seconds East 20.00 feet to a point; thence South 50 degrees 45 minutes 00 seconds East 30.00 feet to the first mentioned point and place of beginning.

CONTAINING 600 square feet.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

54-00-15811-90-2 UPPER DUBLIN

1426 TREETOP LN

WEISS STEVEN J & ANNE M

B 006 U 079 L 1 1180 DATE: 03/28/91

20 FOOT WIDE UTILITY EASEMENT FOR LOTS 2 AND 3

BEGINNING at a point, said point being located the two (2) following courses and distances from a point on the Westerly side of Treetop Lane (50 feet wide) and a corner of lands now or late of R. and R. R. Michaelson: (1) along the said Westerly side of Treetop Lane South 39 degrees 15 minutes 00 seconds West 53.50 feet to a point of curve; (2) along the arc of a circle curving to the Left having a radius of 50.00 feet the arc distance of 90.96 feet to the said point of beginning; thence along the arc of a circle curving to the Left having a radius of 50.00 feet the arc distance of 20.57 feet to a point; thence South 01 degrees 26 minutes 46 seconds West 50.00 feet to a point; thence South 18 degrees 52 minutes 32 seconds East 148.80 feet to a point; thence South 49 degrees 33 minutes 30 seconds East 42.13 feet to a point; thence South 40 degrees 26 minutes 30 seconds West 25.00 feet to a point; thence North 49 degrees 33 minutes 30 seconds West 30.14 feet to a point; thence North 49 degrees 51 minutes 31 seconds West 8.98 feet to a point; thence North 18 degrees 52 minutes 32 seconds West 167.75 feet to a point; thence North 01 degrees 26 minutes 46 seconds East 57.77 feet to the first mentioned point and place of beginning.

CONTAINING 5,244 square feet. more or less.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

54-00-15812-10-9 UPPER DUBLIN

1422 TREETOP LN

SCHILDHORN RICHARD J & MARSHA W

B 006 U 080 L 2 1180 DATE: 03/28/91

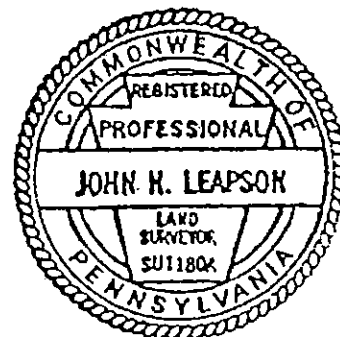
MONTGOMERY COUNTY COMMISSIONERS REGISTRY

54-00-15812-12-7 UPPER DUBLIN

1421 TREETOP LN

GOLDSTEIN ANDREW & JANE

B 006 U 081 L 3 1101 DATE: 03/28/91



51115 A97200 1111

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-15812-14-5 UPPER DUBLIN
1425 TREETOP LN
SHETTSLINE JAMES M & DONA M
B 006 U 082 L 4 1101 DATE: 03/28/91

2-5-91

LEGAL DESCRIPTION OF EASEMENTS

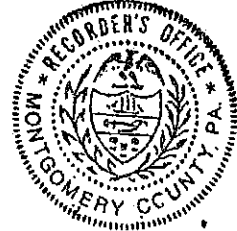
SHEET 2 OF 2

TREETOP ESTATES

UTILITY EASEMENT - LOT 4 (WIDTH VARIES FROM 20 FEET TO 50 FEET)

BEGINNING at a point on the Easterly side of Treetop Lane (50 feet wide), said point also being a corner of lands now or late of L. E. and L. Targan; thence South 50 degrees 45 minutes 00 seconds East 366.15 feet to a point; thence South 39 degrees 15 minutes 00 seconds West 239.80 feet to a point; thence North 49 degrees 33 minutes 30 seconds West 136.92 feet to a point; thence North 40 degrees 26 minutes 30 seconds East 50.00 feet to a point; thence South 49 degrees 33 minutes 30 seconds East 115.88 feet to a point; thence North 39 degrees 15 minutes 00 seconds East 169.37 feet to a point; thence North 50 degrees 45 minutes 00 seconds West 309.03 feet to a point; thence along the arc of a circle curving to the Left having a radius of 50.00 feet the arc distance of 23.64 feet to a point of tangency; thence North 29 degrees 54 minutes 37 seconds West 19.03 feet to the first mentioned point and place of beginning.

CONTAINING 17,090 square feet, more or less.



UTILITY EASEMENT FOR LOTS 5 AND 6

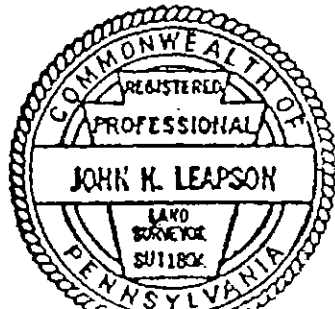
Maryanne Ryckebach

BEGINNING at a point on the Westerly side of Dillon Road (ultimate width 50 feet), said point being located the following course and distance from a point on the said side of Dillon Road, also being a corner of Lot 6: along the said side of Dillon Road South 39 degrees 15 minutes 00 seconds West 107.50 feet to the said point of beginning; thence along the said Westerly side of Dillon Road South 39 degrees 15 minutes 00 seconds West 32.50 feet to a point; thence North 47 degrees 01 minutes 07 seconds West 115.24 feet to a point; thence North 50 degrees 45 minutes 00 seconds West 125.00 feet to a point; thence North 39 degrees 15 minutes 00 seconds East 25.00 feet to a point; thence South 50 degrees 45 minutes 00 seconds East 240.00 feet to the first mentioned point and place of beginning.

CONTAINING 6,431 S.F. more or less.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-04840-00-2 UPPER DUBLIN
1432 DILLON RD
PILGERMAYER WILLIAM E & ELIZABETH M
B 006 U 023 L 6 1101 DATE: 03/28/91

AP. 5.00



BOOK 10720 PAGE 145

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-04837-00-5 UPPER DUBLIN
1428 DILLON RD
BRACCIA SAM & BETTY
B 006 U 026 L 5 1101 DATE: 03/28/91

9-1
CLERK of COURTS
 NORRISTOWN, MONTGOMERY COUNTY, PA

78595

Date March 26 19 91

Defendant Upper Dublin Twp

Case No. Misc 179 Jan 1991

Received from (NAME) CR # 21864

| | AMOUNT | |
|--|-----------|-----------|
| <input type="checkbox"/> Bail (Specify) | | |
| <input type="checkbox"/> County Fees | | |
| <input type="checkbox"/> County Fines/Costs | | |
| <input type="checkbox"/> Lab | | |
| <input type="checkbox"/> BW | | |
| <input type="checkbox"/> Add'l D.A. Costs | | |
| <input type="checkbox"/> Drug/Alcohol | | |
| <input type="checkbox"/> State Costs | | |
| <input type="checkbox"/> State Fine | | |
| <input type="checkbox"/> E.M.S. | | |
| <input type="checkbox"/> District Justice | | |
| <input type="checkbox"/> Township Fines | | |
| <input type="checkbox"/> Restitution | | |
| <input type="checkbox"/> Refund | | |
| <input checked="" type="checkbox"/> Other Fees (specify) <u>Filing Fee</u> | <u>10</u> | <u>00</u> |
| <input type="checkbox"/> Short/Over | | |
| <input type="checkbox"/> Pvt. Det. Lic. | | |
| CLERK <u>L. Engel</u> | <u>10</u> | <u>00</u> |

CUSTOMER COPY

RESOLUTION
No. 1430

A RESOLUTION ACCEPTING DEED OF DEDICATION OF A PORTION OF THE BEDS OF JARRETTOWN ROAD AND LIMEKILN PIKE LOCATED IN THE MILL RUN SUBDIVISION, TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, a portion of the beds of Jarrettown Road and Limekiln Pike, on Plan of Property of Mill Run Subdivision, 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 Township 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 lines constructed thereunder; and

WHEREAS, in the judgment of the Commissioners, said roads or streets are necessary for the convenience of the general 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 is 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 tracts are as follows:

ALL THOSE CERTAIN tracts or parcels of ground, 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 9th of April, 1991.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

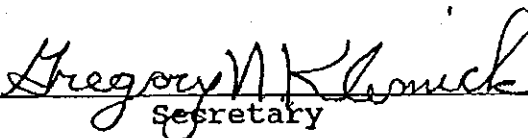
Attest

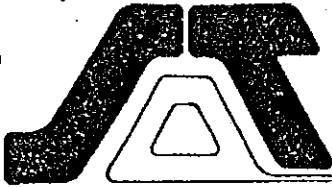
Gregory N. Klemick
Secretary

By

Robert J. Galle
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 *April 9*, 1991, 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.


Secretary



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18362
(215) 257-5500
Fax: (215) 257-1635

DEED OF DEDICATION
LIMEKILN PIKE
MILL RUN SUBDIVISION
PROJECT # 1596

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Subdivision Plan of "Mill Run" prepared for Peter Heist by Stout, Tacconelli and Associates, Inc., dated January 18, 1988 as last revised August 30, 1988 and being more fully described as follows:

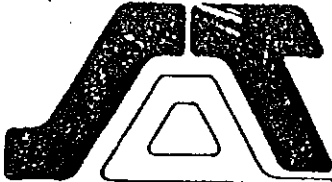
BEGINNING at a point in the title line of Limekiln Pike L.R. 373 T.R. 152. (65.00 feet wide, as widened to 40 feet along the Northeast side thereof), said point also being in the Southeast line of lands of Mark R. and Lynne W. Dunn. Thence from said beginning point and extending along the said Dunn lands North 44° 43' 20" East 39.55 feet to a point on the Ultimate Right-of-Way Line of Limekiln Pike, aforesaid, thence extending along said ultimate right-of-way line the following two (2) courses; (1) extending along a line curving to the right in a Southeasterly direction having a radius of 500.00 feet for an arc distance of 140.02 feet to a point of tangency; (2) South 40° 26' 40" East, 54.03 feet to a point, thence extending on and through the bed of Limekiln Pike North 57° 45' 30" West, 205.14 feet to the point of beginning.

"EXHIBIT A"

BOM: 4975 162

Page 1

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

DEED OF DEDICATION
JARRETTOWN ROAD
MILL RUN SUBDIVISION
PROJECT # 1596

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown on a Subdivision Plan of "Mill Run" prepared for Peter Heist by Stout, Tacconelli and Associates, Inc. dated January 18, 1988 as last revised August 30, 1988.

BEGINNING at a point in the title line of Jarrettown Road (of variable width), said point being located as measured in a Northeasterly direction, 218.50± feet from a point marking the intersection of the title line of Jarrettown Road, aforesaid, and title line of Limekiln Pike L.R. 373 T.R. 152, (65.00 feet wide, as widened to 40 feet along the Northeast side thereof). Thence from said beginning point extending along the title line of said Jarrettown Road, North 75° 05' 24" East 546.34 feet to a point in the Northwest line of lands of John R. and Jean P. Richards, thence extending along the said Richards lands South 14° 32' 30" East, 25.00 feet to an iron pin located on the Southeast Ultimate Right-of-Way Line of Jarrettown Road, aforesaid, thence extending along the said ultimate right-of-way line the following three (3) courses; (1) South 75° 05' 24" West 514.68 feet to a point; (2) South 14° 54' 36" East 5.00 feet to a point; (3) South 75° 05' 24" West 23.41 feet to an iron pin located in the Northeast line of lands of Mark R. and Lynne W. Dunn, thence extending along the said Dunn lands North 30° 00' 10" West 31.07 feet to the point of beginning.



Maryanne Beckenbach

"EXHIBIT A"
Page 2

Professional Engineering/Land Surveying
BOOK 4975 PG 163

CLERK of COURTS

NORRISTOWN, MONTGOMERY COUNTY, PA

82784

Date

May 3

19 *91*

Defendant

Case No.

ck. # 2200

Received from
(NAME)

Jenkins, Targuini & Jenkins

| | AMOUNT | |
|--|-------------|-----------|
| <input type="checkbox"/> Bail (Specify) | | |
| <input type="checkbox"/> County Fees | | |
| <input type="checkbox"/> County Fines/Costs | | |
| <input type="checkbox"/> Lab | | |
| <input type="checkbox"/> BW | | |
| <input type="checkbox"/> Add'l D.A. Costs | | |
| <input type="checkbox"/> Drug/Alcohol | | |
| <input type="checkbox"/> State Costs | | |
| <input type="checkbox"/> State Fine | | |
| <input type="checkbox"/> E.M.S. | | |
| <input type="checkbox"/> District Justice | | |
| <input type="checkbox"/> Township Fines | | |
| <input type="checkbox"/> Restitution | | |
| <input type="checkbox"/> Refund | | |
| <input checked="" type="checkbox"/> Other Fees (specify) <i>Resolution A 230</i> | <i>1.00</i> | <i>00</i> |
| <input type="checkbox"/> Short/Over | | |
| <input type="checkbox"/> Pvt. Det. Lic. | | |

CLERK

Fred Zarena

\$ 10 00

CUSTOMER COPY

Moore © Flatpakit © - Patented 306

#1430-290 Apr 91

RESOLUTION NO. 1431

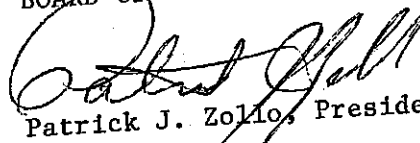
WHEREAS, the Police Department in their present Labor Agreement negotiated a reduced police officers contribution to the pension, and

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

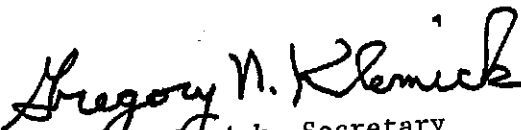
THEREFORE, BE IT RESOLVED, that during the calendar year 1991 a one and one-half (1-1/2%) percent deduction shall be made from all police officers total compensation, which will be paid into the pension fund.

RESOLVED, This 14 day of MAY 1991.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS


Patrick J. Zollo, President

ATTEST:


Gregory N. Klemick, Secretary

RESOLUTION NO. 1432

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

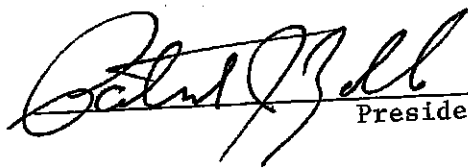
WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Resources (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require 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, Dresherbrooke Associates Limited Partnership has proposed the development of a parcel of land identified as the Dresherbrooke Residential Community, and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by sewer extension, and

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

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 11th day of June, 1990.
By: _____



President

Attest:



Secretary

RESOLUTION NO. 1433

WHEREAS, the municipalities of the Little Neshaminy Creek Watershed recognize the requirement under Act 167, the Storm Water Management Act, to undertake stormwater management planning; and

WHEREAS, the municipalities therein which form the Little Neshaminy Creek Watershed recognize the potential adverse impacts of flooding, erosion, sedimentation, and water pollution and the accompanying threat to public health, safety, and property; and

WHEREAS, the planning for management of stormwater runoff will assist in the reduction of excessive rates and volumes of stormwater runoff; and

WHEREAS, the municipalities and the counties of Bucks and Montgomery have agreed to work together, with the counties administering, overseeing and guiding the program and the municipalities participating on a Watershed Planning Advisory Committee (WPAC) to provide information and assist in the preparation of the plan, and each municipality agreeing to appoint one representative and one alternate to the WPAC; and

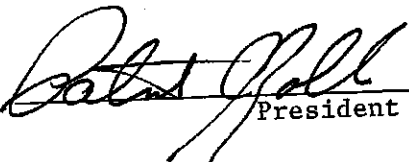
WHEREAS, the municipalities understand that the Bucks County Planning Commission, acting as the lead agency, Montgomery County Planning Commission, the Bucks County Conservation District, and the Montgomery County Conservation District will prepare the plan in conjunction with the municipalities, and other organizations, as desired; and

WHEREAS, a Notice to Proceed on the Phase I Scope of Study of the Little Neshaminy Creek Watershed Stormwater Management Plan was issued by the Pennsylvania Department of Environmental Resources on December 7, 1990 subsequent to the acceptance of the application filed by Bucks County.

NOW, THEREFORE, BE IT RESOLVED that this municipality hereby indicates its intent to fully and actively participate in the stormwater management planning process for the Little Neshaminy Creek Watershed and agrees to provide all needed coordination and direction for all aspects of the planning process through its designated municipal representative. The municipality understands that funding for plan development will be provided by the state of Pennsylvania and Bucks and Montgomery Counties through county services and that no municipal funds will be required.

ADOPTED this 11th day of June, 1991.

UPPER DUBLIN TOWNSHIP


President

Attest: 
Secretary

RESOLUTION NO. 1434

A RESOLUTION FOR THE EXTINGUISHMENT OF A PORTION OF A TWENTY FOOT WIDE STORM DRAINAGE EASEMENT ON THELMA LANE WITHIN THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

Whereas, On the approved plan of development for Highland Park, Upper Dublin, prepared by C. Raymond Weir & Associates for John A. Westrum, approved March 10, 1987, a certain twenty foot wide storm drainage easement is shown, a portion of which is running across the properties now owned by Leo B. Kuehl and Elizabeth C. Kuehl and Anthony W. Jordan and Cindy L. Jordan, granted for the use and benefit of the Township; and

Whereas, that portion of the storm sewer extension previously located on these properties has been realigned; and

Whereas, It is the opinion of the Township that a portion of such drainage easement located on the aforesaid properties is no longer necessary or useful for the convenience and protection of the public; and

Whereas, The Township desires to remove a portion of the easement and any accompanying restrictions from the lands of the aforesaid owners.

Therefore, be it

Resolved, That the Township extinguish and vacate the variable width drainage easement as more fully described in Exhibit A as to the property of Leo B. and Elizabeth C. Kuehl and in Exhibit B as to the property of Anthony W. and Cindy L. Jordan and release all of the Township's right, title and interest in such easement to the individual property owners.

Further Resolved, That the Township execute an Agreement for the extinguishment of that portion of said easement with the property owners and cause such Agreement to be recorded with the Office of the Recorder of Deeds in and for Montgomery County.

Resolved, this 11th day of June
1991.

ATTEST:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Gregory N. Klemick

BY: Robert J. Hall

DEED DESCRIPTION

PORTION OF EXISTING EASEMENT TO BE ABANDONED
ON PROPERTY OF LEO B. & ELIZABETH C. KUEHL

ALL that certain lot or piece of land designated as "Plan of portion of existing easement to be abandoned on property of Leo B. & Elizabeth C. Kuehl", dated May 29, 1991. SITUATE in the Township of Upper Dublin, Montgomery County, Pennsylvania bound and described as follows:

BEGINNING at a point on the common property line of Leo B. & Elizabeth C. Kuehl and Anthony W. & Cindy L. Jordan, said point being located the following four (4) courses and distances from the point of intersection of the North side of Thelma Lane with the East side of Melissa Drive (1) along the arc of a circle curving right, having radius of Fifteen Feet (15.00'), the arc distance of Twenty and Eighty Seven One Hundredths Feet (20.87') to a point, (2) North Forty Nine Degrees Three Minutes Ten Seconds East (N 49°03'10"E) One Hundred Thirty and Seventy Eight One Hundredths Feet (130.78') to a point of curve, (3) Along the arc of a circle curving left, having radius of One Hundred Seventy Five and no Hundredths Feet (175.00') the arc Distance of Forty Eight and Twenty One One Hundredths Feet (48.21') to a point on the common line between the aforementioned Kuehl and Jordan, (4) Along same North Twenty Five Degrees Nine Minutes Forty Seconds West (N 25° 09'40" W) Ninety Six and Twenty Three One Hundredths Feet (96.23') to the first mentioned point and place of beginning, THENCE South Sixty Eight Degrees Sixteen Minutes West (S 68° 16'W) Twenty and No Hundredths Feet (20.00') to a point, THENCE North Twenty Five Degrees Nine Minutes Forty Seconds West (N 25° 09'40" W) thirteen and No Hundredths Feet (13.00") to a point, THENCE North Sixty Eight Degrees Sixteen Minutes East (N 68° 16'E) Twenty and No Hundredths Feet (20.00') to a point on the aforementioned common line between Kuehl and Jordan, THENCE South Twenty Five Degrees Nine Minutes Forty Seconds East (S 25° 09' 40" E) Twenty and No Hundredths Feet (20.00) to the first mentioned point and place of beginning.

Intending to describe a portion of an existing storm sewer easement to be abandoned on property now or formerly of Leo B. & Elizabeth C. Kuehl, said parcel being lot #15 on Plan of Highland Park by C. Raymond Weir and Associates, Recorded in Plan Book A-48, Page 72, on May 8, 1987.

DEED DESCRIPTION

PORTION OF EXISTING EASEMENT TO BE ABANDONED
ON PROPERTY OF ANTHONY W. & CINDY L. JORDAN

ALL that certain lot or piece of land designated as "Plan of portion of existing easement to be abandoned on property of Anthony W. & Cindy L. Jordan", dated May 29, 1991. SITUATE in the Township of Upper Dublin, Montgomery County, Pennsylvania bound and described as follows:

BEGINNING at a point on the common property line of Leo B. & Elizabeth C. Kuehl and Anthony W. & Cindy L. Jordan, said point being located the following four (4) courses and distances from the point of intersection of the North side of Thelma Lane with the East side of Melissa Drive (1) along the arc of a circle curving right, having radius of Fifteen Feet (15.00'), the arc distance of Twenty and Eighty Seven One Hundredths Feet (20.87') to a point, (2) North Forty Nine Degrees Three Minutes Ten Seconds East (N 49 03'10"E) One Hundred Thirty and Seventy Eight One Hundredths Feet (130.78') to a point of curve, (3) Along the arc of a circle curving left, having radius of One Hundred Seventy Five and no Hundredths Feet (175.00') the arc Distance of Forty Eight and Twenty One One Hundredths Feet (48.21') to a point on the common line between the aforementioned Kuehl and Jordan, (4) Along same North Twenty Five Degrees Nine Minutes Forty Seconds West (N 25 09'40" W) Ninety Six and Twenty Three One Hundredths Feet (96.23') to the first mentioned point and place of beginning, THENCE North Twenty Five Degrees Nine Minutes Forty Seconds West (N 25 09'40" W) Thirteen and no One Hundredths Feet (13.00') to a point, THENCE North Seventy Seven Degrees Sixteen Minutes Thirty Seconds East (N 77 16'30" E) Eighty Two and Eighty Six One Hundredths Feet (82.86') to a point, THENCE South Sixty Eight Degrees, Sixteen Minutes West (S 68 16'W) Eighty one and Seven One Hundredths Feet (81.07') to the first mentioned point and place of beginning.

Intending to describe a portion of an existing storm sewer easement to be abandoned on property now or formerly of Leo B. & Elizabeth C. Kuehl, said parcel being lot #15 on Plan of Highland Park by G. Raymond Weir and Associates, Recorded in Plan Book A-48, Page 72, on May 8, 1987.

PORTION OF EXISTING
EASEMENT TO BE
RETAINED BY UPPER
DUBLIN TOWNSHIP

PORTION OF
EXISTING EASEMENT
TO BE ABANDONED
BY UPPER DUBLIN
TOWNSHIP.

PLAN OF PORTION OF EXISTING
EASEMENT TO BE
ABANDONED
ON PROPERTY OF
LEO B. + ELIZABETH C. KUEHL
#904 THELMA LANE
AMBLER PENNSYLVANIA

N/L
FRANK CAIRO

N/L
ANTHONY W. + CINDY L.
JORDAN

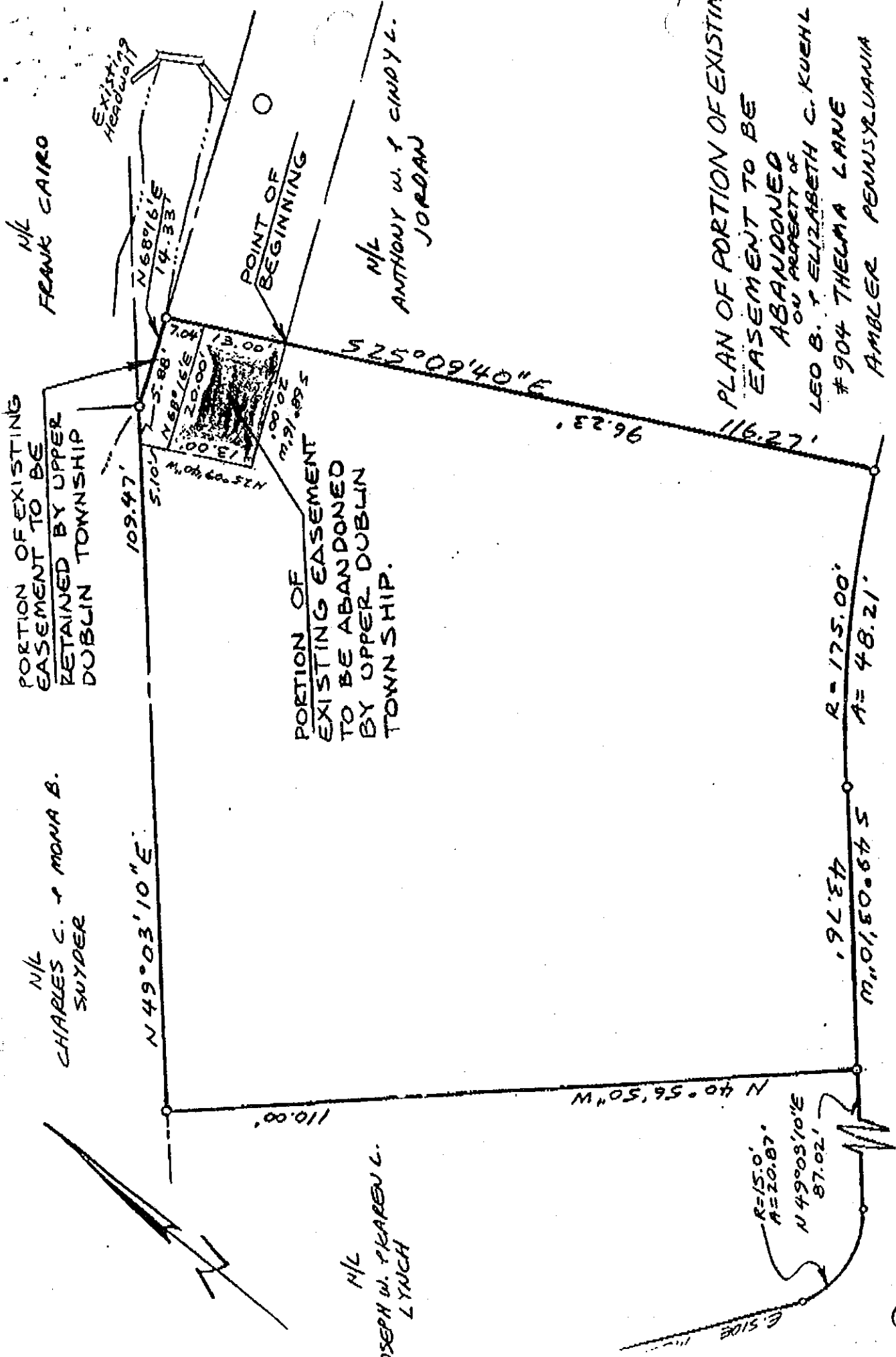
N/L
CHARLES C. + MONA B.
SUYDER

N/L
JOSEPH W. + KAREN L.
LYNCH

THELMA LANE
(50 FT. WIDE)

OLIVE LANE
(50 FT. WIDE)

SCALE: 1"=20' DATE: 5/29/91



UPPER DUBLIN BOARD OF COMMISSIONERS

RESOLUTION NO. 1435

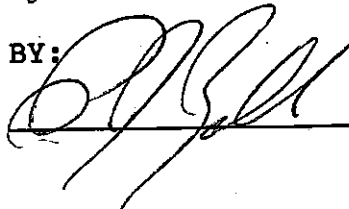
WHEREAS, Article XIII, Section 1301 of the Rules and Regulations for the Civil Service Commission of Upper Dublin Township provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township, and

WHEREAS, pursuant to Article XII, Section 1201 of the Civil Service Regulations which provides that the Commission "may adopt and use various forms to perform their official functions," and in order to simplify and make more efficient the administration of future civil service examinations, the Civil Service Commission has adopted and recommended the approval of Amendment No. 3 by the Board of Commissioners of Upper Dublin Township, which REPEALS Article XII, Section 1202, Forms.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 3 to the Rules and Regulations of the Civil Service Commission a copy of which is attached hereto and made a part of this resolution.

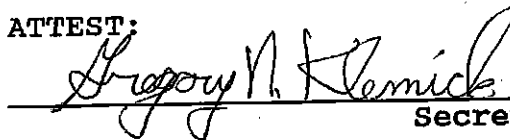
ADOPTED this 9th day of July 1991 at a regular stated meeting of the Board of Commissioners.

BY:



President

ATTEST:



Secretary

H

RESOLUTION NO. 1436

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, 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

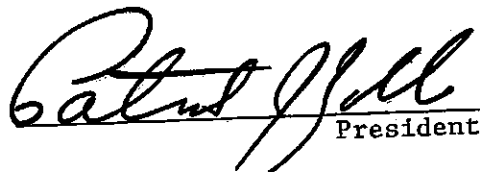
WHEREAS, Westrum Land Development Corporation has proposed the development of a parcel of land identified as Highland Park II, and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by sewer extension, and

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

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

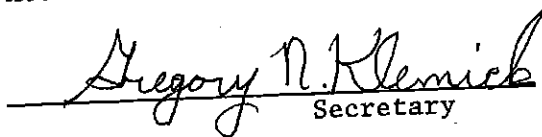
ADOPTED this 13th day of August, 1991.

By:



President

Attest:



Secretary

RESOLUTION NO. 1437

WHEREAS, Upper Dublin Township has undertaken a capital project (the "Project") consisting generally of the construction and equipping of an addition to the Township Building to be used for library and administrative purposes; and

WHEREAS, Upper Dublin Township intends to finance substantially all of the costs of the Project from the proceeds of its General Obligation Bonds, but is advancing costs of the Project from other Township funds on a temporary basis pending the issuance of such bonds; and

WHEREAS, Upper Dublin Township is adopting this Resolution pursuant to the requirements of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, including particularly Proposed Treasury Regulation §1.103-17 and 18.

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

1. The Township hereby declares its intent to finance the Project identified in the preambles of this resolution by the issuance of its tax-exempt General Obligation Bonds;
2. The proceeds of such Bonds are intended to reimburse the Township's general and other funds to the extent that the Township advances moneys from such funds to pay the costs of the Project prior to the issuance of the Bonds;
3. The expenditures to be reimbursed will be incurred with respect to property having a reasonably expected economic life of at least one (1) year;
4. Moneys in the general and other funds that the Township advances to pay the costs of the Project are not allocated on a long-term basis, reserved or otherwise available for such Project pursuant to the Township's budgetary plans;
5. The obligations to be issued by the Township will be repaid from the general revenues of the Township;

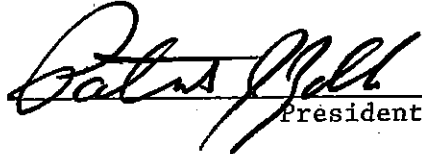
6. A copy of this resolution shall be filed in the office of the Township Secretary not later than ten (10) days after the date of adoption of this resolution and made continuously available by the Township Secretary for public inspection during normal business hours at such office; and

7. This resolution is intended to comply with the provisions of Proposed Treasury Regulations §1.103-17 and 18.

ADOPTED this 13th day of August, 1991.

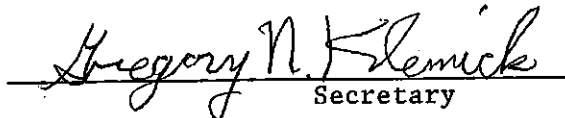
Signed:

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS



President

Attest:



Secretary

RESOLUTION NO. 1438

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").


WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, 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, Elliot Goldstein has proposed the development of a parcel of land identified as Elliot Goldstein, and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by sewer tap-ins, and

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

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 8th day of October, 1991.

By: 
President

Attest:


Secretary

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AFFAIRS
BUREAU OF RECREATION AND CONSERVATION

RECREATIONAL IMPROVEMENT AND REHABILITATION ACT (RIRA) PROGRAM
RESOLUTION No. 1439

WHEREAS Act 1984-106 (P.L. 527), as amended, authorized the Department of Community Affairs to provide grant funds for various municipal park and recreation facility projects; and

WHEREAS Upper Dublin Township desires to
(name of municipal applicant)
rehabilitate the Upper Dublin Community Pool bathhouse
(acquire, develop, or rehabilitate) (name of property, park, or facility)

for public use in accordance with the provisions of Act 1984-106, as amended; and

WHEREAS the estimated cost of the project is \$ 300,000.00; and
(amount)

WHEREAS the \$ 200,000.00 local share will be available for the purposes herein applied; and
(amount)

WHEREAS Upper Dublin Township acknowledges the responsibility
(name of municipal applicant)
to annually budget funds for maintenance/operation of the project site/facility:

NOW, THEREFORE BE IT RESOLVED BY THE Board of Commissioners
(governing body)
of the Upper Dublin Township on this 8th day of October, 1991
(name of municipal applicant) (month) (year)

that it agrees to comply with the requirements of the RIRA program and the Department of Community Affairs for
the purpose of obtaining grant funds to rehabilitate
(acquire, develop, or rehabilitate)

Upper Dublin Community Pool bathhouse.
(name of property, park, or facility)

Attest:

Gregory N. Klemick
Gregory N. Klemick
Township Manager, /Secretary

Signature

Patrick J. Zollo
Patrick J. Zollo
President, Board of Commissioners

Title

RESOLUTION NO. 1440

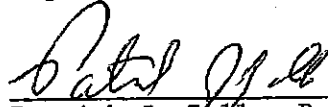
A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, GREGORY N. KLEMICK, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, PATRICK J. ZOLLO, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR EXTENSION OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB TO COVER THE NEW CLUB HOUSE FACILITIES.

WHEREAS, it is the desire of the Township of Upper Dublin to be granted an extension of its Municipal Golf Course Liquor License to cover all new club house facilities;

THEREFORE, BE IT RESOLVED, that an application for said extension be filed with the Pennsylvania Liquor Control Board and that Patrick J. Zollo and/or Gregory N. Klemick are/is hereby authorized to execute the necessary application along with any other required forms and papers.

ADOPTED this 12th day of November 19 91.

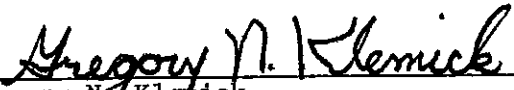
Signed:



Patrick J. Zollo, President
Board of Commisisoners
Upper Dublin Township

Attest:

Seal:


Gregory N. Klemick
Township Manager/Secretary
Upper Dublin Township

RESOLUTION NO. 1441

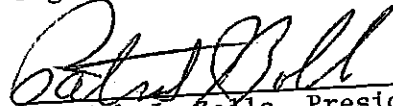
A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, GREGORY N. KLEMICK, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, PATRICK J. ZOLLO, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR RENEWAL OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB.

WHEREAS, it is the desire of the Township of Upper Dublin to be granted a renewal of its Municipal Golf Course Liquor License;

THEREFORE, BE IT RESOLVED, that an application for said license to expire January 31, 1993 be filed with the Pennsylvania Liquor Control Board and that Patrick J. Zollo and/or Gregory N. Klemick are/is hereby authorized to execute the necessary application and bond along with any other forms and papers required for renewal or change.

ADOPTED this 12th day of November, 1991.

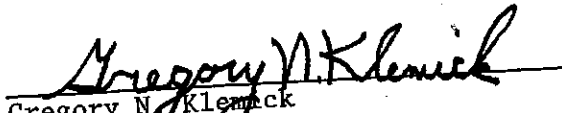
Signed:



Patrick J. Zollo, President
Board of Commissioners
Upper Dublin Township

Attest:

Seal:



Gregory N. Klemick
Township Manager/Secretary
Upper Dublin Township

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AFFAIRS
BUREAU OF RECREATION AND CONSERVATION

RECREATIONAL IMPROVEMENT AND REHABILITATION ACT (RIRA) PROGRAM
RESOLUTION No. 1442

WHEREAS Act 1984-106 (P.L. 527), as amended, authorized the Department of Community Affairs to provide grant funds for various municipal park and recreation facility projects; and

WHEREAS Upper Dublin Township desires to
(name of municipal applicant)
rehabilitate the North Hills Recreation and Cultural Center
(acquire, develop, or rehabilitate) (name of property, park, or facility)

for public use in accordance with the provisions of Act 1984-106, as amended; and

WHEREAS the estimated cost of the project is \$ 558,975.00 ; and
(amount)

WHEREAS the \$ 136,950.00 local share will be available for the purposes herein applied; and
(amount)

WHEREAS Upper Dublin Township acknowledges the responsibility
(name of municipal applicant)
to annually budget funds for maintenance/operation of the project site/facility:

NOW, THEREFORE BE IT RESOLVED BY THE Board of Commissioners
(governing body)
of the Township of Upper Dublin on this 12 day of November, 1991
(name of municipal applicant) (month) (year)

that it agrees to comply with the requirements of the RIRA program and the Department of Community Affairs for
the purpose of obtaining grant funds to rehabilitate
(acquire, develop, or rehabilitate)

the North Hills Recreation and Cultural Center
(name of property, park, or facility)

Attest:

Gregory N. Klemick
Gregory N. Klemick
Township Manager/Secretary

Patrick J. Zollo
Signature Patrick J. Zollo
Title President, Board of Commissioners

RESOLUTION NO. 1443

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1992.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year; and,

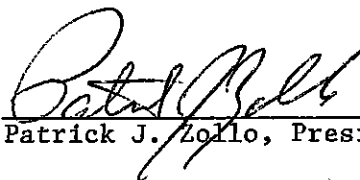
WHEREAS, the proposed 1992 budget was presented at public workshops on November 6th and November 13th, 1991, and,

WHEREAS, amendments were made to the proposed budget during the public budget hearing on November 19th, 1991;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibit, for 1992.

ADOPTED this 10th day of December, 1991, A.D.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
Patrick J. Zollo, President

ATTEST: 
Gregory J. Klemick, Secretary

RESOLUTION NO. 1444

RESOLUTION TO PROVIDE FOR THE IMPOSITION OF FEES FOR THE REVIEW OF LAND DEVELOPMENT PLANS.

WHEREAS, on November 29, 1988, the General Assembly of the Commonwealth of Pennsylvania re-enacted the Pennsylvania Municipalities Planning Code, adopting certain amendments thereto, one of which gives the power to a municipality to establish engineering fees to be charged applicants for reviews of Subdivision and Land Development Plans; and

WHEREAS, the Act permits the fees to be based upon a schedule established by resolution;

NOW, THEREFORE, BE IT RESOLVED that there shall be charges for engineering services, inspections and other duties performed by the Township Engineer, for the year 1992, at the following rates:

| | |
|------------------------------|-------------------------|
| Professional Engineer | \$68.00/hour |
| Project Engineer | 62.00/hour |
| Engineer | 56.00/hour |
| Chief of Surveys | 48.00/hour |
| Senior Designer | 46.00/hour |
| Designer | 42.00/hour |
| Grading Inspector | 42.00/hour |
| Technician | 38.00/hour |
| Draftsman | 32.00/hour |
| Chief Construction Inspector | 40.00/hour |
| Construction Inspector | 34.00/hour |
| Survey Crew (3 Man) | 90.00/hour (4 hr. min.) |
| Survey Crew (2 Man) | 65.00/hour (4 hr. min.) |

Adopted this 14th day of January, 1992.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



President

Attest: 

Secretary

TOWNSHIP OF UPPER DUBLIN
Montgomery County, Pennsylvania

RESOLUTION NO. 1445

A RESOLUTION APPROVING THE PRINCIPAL TERMS AND CONDITIONS FOR THE ACQUISITION OF A SEWAGE TREATMENT PLANT AND RELATED FACILITIES AND REAL PROPERTY FROM DELAWARE VALLEY INDUSTRIAL SEWAGE INC. AND CERTAIN RELATED PARTIES; AND AUTHORIZING THE TOWNSHIP'S OFFICERS, IN CONSULTATION WITH LEGAL COUNSEL, TO FINALIZE THE AGREEMENTS NECESSARY FOR THE CONSUMMATION OF SUCH ACQUISITION.

WHEREAS, the Board of Commissioners of this Township has determined that it is in the best interest of the Township to acquire the existing sewage treatment plant and certain related facilities and adjacent real property from Delaware Valley Industrial Sewage Inc. ("DVISCO"); and

WHEREAS, the purchase price and other basic terms for such acquisition have been agreed to between representatives of the Township and DVISCO; and

WHEREAS, the Board of Commissioners has received and reviewed a report concerning the physical condition and operating capacity of the sewage treatment plant from O'Brien & Gere, Consulting Engineers; and

WHEREAS, the Board of Commissioners desires to confirm its approval of the purchase price to be paid by the Township for the sewage treatment plant and related facilities and real property, and to authorize the proper Township officials and legal counsel to take all action necessary to finalize the formal agreements relating to the acquisition and to proceed with the proposed financing for the transaction through the issuance of the Township's Guaranteed Sewer Revenue Bonds, Series of 1992.

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

1. Purchase of Facilities. The Township hereby ratifies and confirms its determination to purchase certain real property identified as Block 50, Unit 60 on the tax maps of Montgomery County, containing approximately 2.955 acres and further described in a certain Asset Purchase Agreement, a draft of which has been presented to the Township, together with the existing sewage treatment plant and related facilities situated on or used in connection with such real property, including sewer lines and pumping facilities, for a purchase price of \$4,300,000. The Township further ratifies and confirms its determination to purchase a track of land containing approximately 3.2 acres and identified as Block 50, Unit 11 on the tax maps of Montgomery County, which real property is located adjacent to the treatment plant site described above, together with all improvements thereon, for a purchase price of \$205,000.

2. Further Action. The proper officers of the Township, in consultation with the Solicitor and Bond Counsel, are hereby authorized and directed to finalize the terms of all contracts necessary or appropriate for the acquisition authorized by this Resolution and to present substantially final forms of such contracts to this Board of Commissioners for final approval at the earliest practicable date. The proper officers of the Township, its Solicitor and Bond Counsel are further authorized and directed to proceed with arrangements for the financing of the acquisition and the construction of improvements to the sewage treatment facilities, to cooperate with representatives of DVISCO in obtaining necessary governmental approvals for the acquisition and the transfer of existing permits relating to the sewage facilities, and to take all other action which may be necessary or desirable to carry out the intent and purpose of this Resolution.

3. Effective Date. This Resolution shall take effect immediately.

ADOPTED this 14th day of January, 1992.


By:

Upper Dublin Township
Board of Commissioners



President

Attest:



Secretary

RESOLUTION NO. 1446

PINETOWN ROAD PUMP STATION DIVERSION TO RAPP RUN INTERCEPTOR/DVISCO SEWAGE TREATMENT PLANT

WHEREAS, on January 14, 1992 the Upper Dublin Township Board of Commissioners resolved to purchase the DVISCO Sewage Treatment Plant, and said purchase and ownership is expected to be consummated within the next 60 to 90 days; and

WHEREAS, the direct flow of sewage from the Pinetown Road Pump Station has increased the wastewater flow into the Commerce Drive Pump Station and has resulted in an excess of capacity in the Commerce Drive Pump Station as well as a back up of sewage into buildings on Fort Washington Avenue during wet weather conditions; and

WHEREAS, as a result of these conditions Township personnel have been bypassing, on a temporary basis with temporary hose, the Pinetown Pump Station into the Rapp Run Interceptor; and

WHEREAS, said reduction in flow during wet weather at the Commerce Drive Pump Station alleviates the flooding and sewage back-up; and

WHEREAS, the Township wishes to make the temporary bypass from the Pinetown Road Pump Station to the Rapp Run Interceptor a permanent condition.

NOW, THEREFORE, BE IT RESOLVED that when the formal transfer of ownership of the present DVISCO Wastewater Treatment Plant is made to the Township, the Board of Commissioners permanently establish said present temporary bypass from the Pinetown Road Pump Station to the Rapp Run Interceptor.


ADOPTED this 11 day of February, 1992.

Signed:



President

Attest:



Secretary

RESOLUTION NO. 1447

AMBLER ROAD SANITARY SEWER RELIEF LINE

WHEREAS, as part of the evaluation of a section of sewer pipe line the Township Sewer Engineer has identified that there is insufficient capacity to handle both the present and future flows to the Ambler Sewage Treatment Plant; and

WHEREAS, this condition had also been identified in the recent past in the evaluation of the capacity of the sewer collector system as part of the subdivision review for both the Meadowview Estates and Bellaire subdivisions within the Township; and

WHEREAS, the developers of both of these subdivisions, as part of the approval for development, have agreed to contribute funds to the Township for the upgrade in the sewer collector system for transmission of sewage to the Ambler Treatment Plant; and

WHEREAS, this corrective action is an important component to meet the regulatory criteria to support additional connections on these sewer lines.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the Township staff to proceed with the preparation and issuance of bid specifications in formal sealed bidding pursuant to both legislation and Township policy to construct a new interceptor that will serve as a relief line within the Honeyrun easement to the existing sewer line in Ambler Road.

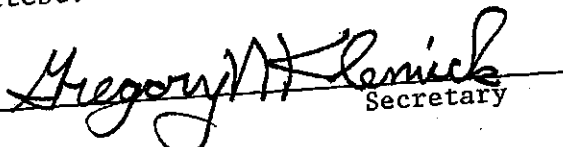
Approved this 11 day of February, 1992.

Signed:



President

Attest:



Secretary

RESOLUTION NO. 1448

A RESOLUTION CORRECTING THE VESTING SCHEDULE OF THE MUNICIPAL (NONUNIFORMED) EMPLOYEES PENSION PLAN.

WHEREAS by Resolution No. 1290, dated September 9, 1986, the Township of Upper Dublin amended and restated the Municipal Employees' Pension Plan by accepting the Prudential Insurance Company's Adoption Agreement, Non-Standardized Integrated Form #004 for Prototype Defined Benefit Pension Plan (Municipal Employees Pension).

WHEREAS, the course of accepting the above Agreement, a clerical error resulted in the inclusion of a schedule of Vesting of Participants' Interest, as follows:

| Years of Service | Percentage |
|------------------|------------|
| 0-4 | 0% |
| 4 | 40% |
| 5 | 45% |
| 6 | 50% |
| 7 | 60% |
| 8 | 70% |
| 9 | 80% |
| 10 | 90% |
| 11 | 100% |

WHEREAS, it has been understood by the eligible Municipal Employees and the Township that full vesting in the Pension Plan would occur after 10 years of qualified service, as follows:

| Years of Service | Percentage |
|------------------|------------|
| 0-4 | 0% |
| 4 | 40% |
| 5 | 50% |
| 6 | 60% |
| 7 | 70% |
| 8 | 80% |
| 9 | 90% |
| 10 | 100% |

THEREFORE BE IT RESOLVED, that the schedule defining vesting of Participants' interest be corrected to the 10 year schedule intended by the Township and its Municipal Employees: and

FURTHER RESOLVED, that proof of this correction will be delivered to Prudential Insurance Company, directing it to correct the records of the Pension Plan.

RESOLVED this 11 day of February, 1992.

TOWNSHIP OF UPPER DUBLIN
Board of Commissioners

Attest:
Gregory A. Lemus Richard R. Paul

RESOLUTION NO. 1449

WHEREAS, the township employees represented by District Council 88, American Federation of State, County and Municipal Employees, AFL-CIO and the Board of Commissioners of Upper Dublin Township, through their representatives, entered into negotiations for a labor-management contract for the calendar years 1992, 1993 and 1994, and

WHEREAS, as part of the new collective bargaining agreement the following improvements were made to the existing pension plan provided by Prudential Insurance Company for municipal (nonuniformed) employees:

- A. Normal Retirement Age will be 60, or if later, after 25 years of service, but in no event later than age 65.

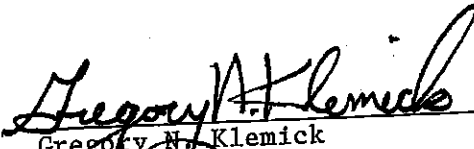
AND, WHEREAS, it was agreed to extend these benefits to all eligible municipal (nonuniformed) pension plan members,

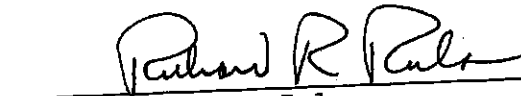
NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township do hereby endorse and approve these improvements to the Upper Dublin Township Municipal (Nonuniformed) Pension Plan.

RESOLVED this 11 day of February, 1992.

Attest:

TOWNSHIP OF UPPER DUBLIN
Board of Commissioners


Gregory N. Klemick
Manager/Secretary


Richard R. Rulon
President

RESOLUTION NO. 1450

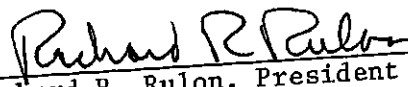
A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, GREGORY N. KLEMICK, TO EXECUTE PLCB FORM-868, "NOTICE OF CHANGE OF OFFICERS, DIRECTORS AND MANAGER OR STEWARD OF CLUB."

WHEREAS, by law it is the responsibility of the Township of Upper Dublin to notify the PA Liquor Control Board of any changes in personnel associated with administration of the liquor license assigned to Twining Valley Golf Club;

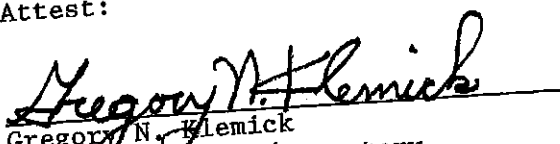
THEREFORE, BE IT RESOLVED, that said notice shall be filed with the Pennsylvania Liquor Control Board Gregory N. Klemick are/is hereby authorized to execute the necessary forms.

ADOPTED this 11 day of February, 1992.

Signed:


Richard R. Rulon, President
Board of Commisisoners
Upper Dublin Township

Attest:


Gregory N. Klemick
Township Manager/Secretary
Upper Dublin Township

Seal:

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:

cases made and provided as follows:
provided by the laws of the Commonwealth of Pennsylvania in such NOW, THEREFORE, BE IT RESOLVED, by virtue of the authority general public.

streets and easements are necessary for the convenience of the WHEREAS, in the judgment of the Commissioners, said roads or thereunder; and

with the sanitary and storm sewer lines and easements constructed Township of Upper Dublin, to be used as roads or streets, together offered to dedicate by Deed of Dedication said ground to the WHEREAS, the owner of the hereinafter described ground has and Subdivision Regulations as adopted and approved; and

Dublin Township in accordance with the Township Land Development out according to plans approved by the Commissioners of Upper the Township of Upper Dublin, Montgomery County, Pennsylvania, laid sewer easements, on Plan of Property of Brookwood are situate in WHEREAS, the bed of Brookwood Drive and sanitary and storm

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

MAR 27 11 23 AM '92

RESOLUTION No. 1451

Received 230 Jan 1992

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ALL THOSE CERTAIN tracts or parcels of ground, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A", which are 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.

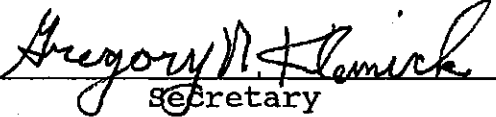
DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 10th of March, 1992.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By Richard R. Paul
President

Attest Gregory N. Klemick
Secretary

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 March 10, 1992, 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.


Secretary

DESCRIPTION

**PREMISES 'A'
BROOKWOOD DRIVE FROM BETHLEHEM PIKE**

ALL THAT CERTAIN strip or parcel of land as shown as a Portion of Brookwood Drive on the Brookwood Drive Dedication Plan prepared for Brookwood Apartments, dated August 27, 1991 and last revised November 6, 1991 as Prepared by Weir and Associates, Inc., Land Surveyors and Civil Engineers, Ambler, Pa., bounded and described as follows to wit:

BEGINNING at a point on the Southeasterly Right-of-Way Line of Bethlehem Pike 60 feet wide, which said point is located North 09 degrees 10 minutes East 401.50 feet from the intersection of the Southeasterly Right-of-Way Line of Bethlehem Pike with the Northeasterly Right-of-Way Line of Randolph Avenue, 50 feet wide; thence from the point of BEGINNING along the aforementioned Southeasterly Right-of-Way Line of Bethlehem Pike, North 09 degrees 10 minutes East 97.61 feet to a point of curvature; thence by curved line bearing to the left in a Southwest to Southeast Direction with a radius of 30 feet the arc distance of 37.69 feet to a point of tangency on the Northeasterly Right-of-Way Line of this Portion of Brookwood Drive of varying width; thence by the same, South 62 degrees 49 minutes 30 seconds East 45.56 feet to an angle point at the Northeasterly Right-of-Way Line where the width is Uniform, 25 feet wide; thence by the same, South 80 degrees 50 minutes East 166.95 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 20 feet the arc distance of 31.42 feet to a point of tangency on the Northwesterly Right-of-Way Line of the Internal Portion of Brookwood Drive, 25 feet wide; thence by the same, South 09 degrees 10 minutes West 65 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 20 feet the arc distance of 31.42 feet to a point of tangency on the Southwesterly Right-of-Way Line of Brookwood Drive, 25 feet wide; thence by the same and passing the Northerly Terminus of the Internal Portion of Brookwood Drive, North 80 degrees 50 minutes West 201.00 feet to a point of curvature; thence by the same by a curved line bearing to the left in a Northwest to Southwest Direction with a radius of 30 feet the arc distance of 47.12 feet to the point and place of BEGINNING.

CONTAINING in Area 7.395 Square feet of land be the same more or less.

BEING a Portion of Brookwood Drive.

**PREMISES 'B'
BROOKWOOD DRIVE - INTERNAL**

EXHIBI. ..

PAGE 1

BOOK

5002 PAGE 914

ALL THAT CERTAIN strip or parcel of land as shown as a Portion of Brookwood Drive, Labeled Internal on the Brookwood Drive Dedication Plan prepared for Brookwood Apartments, dated August 27, 1991 and revised November 6, 1991 as prepared by Weir and Associates, Inc., Land Surveyors and Civil Engineers, Ambler, Pa., bounded and described as follows to wit:

BEGINNING at an interior point on the Southwesterly Right-of-Way Line of the Portion of Brookwood Drive from Bethlehem Pike, which said point of beginning is Located South 80 degrees 50 minutes East 90.03 feet from a point of tangency, which said point of tangency is located by a curved line bearing to the right in a Northeast to Northwest Direction with a radius of 30 feet the arc distance of 47.12 feet from a point of curvature on the Southeasterly Right-of-Way Line of Bethlehem Pike, 60 feet wide which last said point is Located North 09 degrees 10 minutes East 401.50 feet from the intersection of the Southeasterly Right-of-Way Line of Bethlehem Pike, aforementioned with the Northeasterly Right-of-Way Line of Randolph Avenue, 50 feet wide; thence from the point of BEGINNING along the Southeasterly Right-of-Way Line of Brookwood Drive, 25 feet wide, South 80 degrees 50 minutes East 65 feet to a point of curvature; thence by the same, by a curved line bearing to the left in a Northwest to Southwest Direction with a radius of 20 feet the arc distance of 31.42 feet to a point on the Southeasterly Right-of-Way Line; thence by the same, South 09 degrees 10 minutes West 80.46 feet to a point of curvature; thence by a curved line bearing to the left in a Southwest to Northeast Direction with a radius of 20 feet the arc distance of 36.65 feet to a point on the Northwesterly Right-of-Way Line; thence by the same, North 84 degrees 10 minutes East 49.9 feet to a point of curvature; thence by a curved line bearing to the left in a Northeast Direction with a radius of 17 feet the arc distance of 22.25 feet to a point of tangency on the Northwesterly Right-of-Way Line of Brookwood Drive, 25 feet wide; thence by the same passing the Southeasterly Terminus of the Portion of Brookwood Drive from Bethlehem Pike; North 09 degrees 10 minutes East 282.95 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 20 feet the arc distance of 31.42 feet to a point on the Southwesterly Edge of a Private Stone Drive for Fire Equipment; thence by the same, South 80 degrees 50 minutes East 65 feet to a point of curvature; thence by a curved line bearing to the left in a Northwest to Southwest Direction with a radius of 20 feet the arc distance of 31.42 feet to a point of tangency on the Southeasterly Right-of-Way Line of Brookwood Drive, 25 feet wide; thence by the same, South 09 degrees 10 minutes West 315.17 feet to an angle point; thence still by the Southeasterly Right-of-Way Line, South 84 degrees 10 minutes West 140.77 feet to a point; a corner on the Northwesterly Right-of-Way Line; thence by the same, North 09 degrees 10 minutes East 139.10 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 20 feet the arc distance of 31.42 feet to a point of tangency

at the point and place of beginning.

CONTAINING in Area 15,111 square feet of land, be the same more or less.

BEING the Internal Portion of Brookwood Drive.

**PREMISES 'C'
STORM SEWER EASEMENT**

ALL THAT CERTAIN strip or parcel of land, Situate in Upper Dublin Township, Montgomery County, Pa. as shown on a Dedication Plan of Storm and Sanitary Sewer prepared for Brookwood Apartments, dated April 27, 1991 and last revised November 6, 1991 as prepared by Weir and Associates, Inc. Land Surveyors, and Civil Engineers, Ambler, Pa. bounded and described as follows to wit:

BEGINNING at an interior point in the common lands near Unit 8, Number 114, Brookwood Drive which said point of beginning is Located North 89 degrees 33 minutes West 2.3 feet from a point on the Northwesterly Right-of-Way Line of Brookwood Drive, 25 feet wide, which last said point is located South 09 degrees 10 minutes West 86.3 feet from a point of tangency on the same, which last said point of tangency is Located by a curved line bearing to the right in a Southeast to Southwest Direction with a radius of 20 feet the arc distance 31.42 feet from a point of curvature on the Northeasterly Terminus of Brookwood Drive, where it intersects with a 15 foot wide Private Stone Drive for Fire Equipment; thence from the point of BEGINNING passing partly through the Open Space and crossing partly through Brookwood Drive, South 00 degrees 27 minutes West partly crossing the Sanitary Sewer Easement, 69.78 feet to a point, a corner; thence crossing partly through the Bed of Brookwood Drive and partly through the Parking Area adjacent to Brookwood Drive, South 81 degrees 19 minutes East 24.12 feet to a point, a corner; thence still through the Parking Area and Sanitary Sewer Easement, South 08 degrees 41 minutes West 20 feet to a point, a corner; thence passing through the Parking Area and Sanitary Sewer Easement and partly through the Bed of Brookwood Drive, North 81 degrees 19 minutes West 24.70 feet to a point, a corner; thence crossing Brookwood Drive, passing through Open Space and Parking Areas, South 28 degrees 03 minutes West 142.57 feet to an angle point in another portion of Brookwood Drive; thence crossing Brookwood Drive, going partly in the Parking Area and Sanitary Sewer Easement, South 05 degrees 47 minutes East 29.37 feet to a point, a corner; thence still crossing a Parking Area and Sanitary Sewer Easement and passing through Unit 30, Number 412 Brookwood Drive, South 77 degrees 09 minutes West 137.11 feet to a point in the Detention Basin; thence through the same, North 12 degrees 51 minutes West 20.00 feet to a point a corner; thence leaving the Detention Basin, recrossing the Parking Areas and Sanitary Sewer Easement and party through Brookwood Drive, North 77 degrees 09 minutes East 119.44 feet to a point, a corner; thence crossing the Bed of Brookwood Drive into the Open Space,

EXHIBIT "A"

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BEGINNING at an interior point in the Common Area Near Unit 36, Number 510 Brookwood Drive, which said point is located South 09 degrees 59 minutes West 4.7 feet from a point on the Southwesterly Right-of-Way Line of Brookwood Drive, 25 feet wide, which last said point is located North 81 degrees West 1.8 feet from a point of curvature at the Northeasterly terminus of the Internal Portion of Brookwood Drive, thence from the point of BEGINNING through the Open Space and partly into the Bed of the Internal Portion of Brookwood Drive, South 80 degrees 01 minute East 20.00 feet to a point, a corner, thence leaving the Bed of Brookwood Drive and through the Parking Area, South 09 degrees 59 minutes West 130.17 feet to a point, a corner, thence leaving the Parking Area and running through a Portion of Brookwood Drive and through another Portion of the Parking Area and crossing over the Storm Sewer Easement, South 79 degrees 34 minutes East 135.35 feet to a point, a corner, thence leaving the Parking Area and running through a Portion of the Bed of Brookwood Drive, North 09 degrees 10 minutes East crossing a Portion of the Storm Sewer Easement, 163.63 feet to a point, a corner, thence still crossing through a Portion of the Storm Sewer Easement, passing partly along the Northeasterly Right-of-Way Line of Brookwood Drive, 25 feet wide, from Bethlehem Pike, North 81 degrees 00 minutes West 195.29 feet to a point, a corner, thence leaving the Right-of-Way Line and crossing through the Parking Area, North 09 degrees 00 minutes East 20.00 feet to a point, a corner, thence passing through the sidewalk in front of Units 1 through 8, that is Numbers 100, 102, 104, 106, 108, 110, 112 and Number 114 Brookwood Drive, South 81 degrees 00 minutes East recrossing the Storm Sewer Easement, 195.35 feet to a point, a corner in a Portion of the Bed of Brookwood Drive, thence

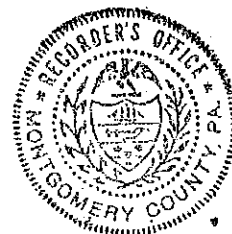
ALL THAT CERTAIN strip or parcel of land, situate in Upper Dublin Township, Montgomery County, Pa, as shown on a Dedication Plan of Storm and Sanitary Sewer Prepared for Brookwood Apartments, dated April 27, 1991 and last revised November 6, 1991 as prepared by Heir and Associates Inc., Land Surveyors and Civil Engineers, Ambler, Pa., bounded and described as follows to wit:

PREMISES 'D' SANITARY SEWER EASEMENT

CONTAINING in Area 8,123 square feet of land be the same more or less. North 05 degrees 47 minutes West 17.78 feet to an angle point, thence still through the Open Space, recrossing a Portion of Brookwood Drive, North 28 degrees 03 minutes East 151.15 feet to an angle point, thence crossing through the Parking Area and Sanitary Sewer Easement and Partly through Unit 8, Number 114 Brookwood Drive, North 00 degrees 27 minutes East 78.00 feet to a point, a corner, thence still partly through Unit 8, Number 114 Brookwood Drive and partly through Unit 8, Number 114 Brookwood Drive and partly through the Open Space, South 89 degrees 33 minutes East 20.00 feet to the point and place of BEGINNING.

through the same, North 09 degrees 10 minutes East 144.72 feet to a point, a corner; thence leaving the Bed of Brookwood Drive and partly through the Parking Area, South 80 degrees 50 minutes East 20.00 feet to a point, a corner; thence through the Parking Areas for Units 9 through 23, that is Numbers 200, 202, 204, 206, 208, 210, 212, 214, 300, 302, 304, 306, 308, 310 and 312 Brookwood Drive, South 09 degrees 10 minutes West 331.88 feet to an angle point; thence still partly through Unit 23, Number 312 Brookwood Drive and partly through Open Space, South 00 degrees 34 minutes East 110.47 feet to a point on the Northwesterly Right-of-Way Line of an Existing Sanitary Sewer Right-of-Way; thence by the same, the 2 following courses and distances, to wit: (1) South 40 degrees 48 minutes West 21.75 feet to an angle point; (2) South 74 degrees 01 minute West 5.84 feet to a point, a corner; thence through the Open Space and partly through Unit 24, Number 400 Brookwood Drive, North 00 degrees 34 minutes West 115.0 feet to a point, a corner; thence still partly through Unit 24, Number 400, crossing the corner of Unit 25, Number 402 Brookwood Drive, crossing through the Parking Area, the Storm Sewer Easement and a Portion of the Bed of Brookwood Drive, North 79 degrees 34 minutes West 158.18 feet to a point, a corner; thence along Units 31 through 36, Numbers 500, 502, 504, 506, 508 and 510 Brookwood Drive, North 09 degrees 59 minutes East 150.02 feet to the point and place of BEGINNING.

CONTAINING in Area 16,590 square feet of land be the same more or less.



Margaret Beckenbach

RESOLUTION NO. 1452

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 Commissioners of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of Upper Dublin Township be authorized and directed to attest the same.

ADOPTED this 10th day of March, 1992.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: Richard R. Rub

President

Attest:

Gregory M. Kemick
Secretary

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual promises hereinafter set forth, and with intent to be legally bound hereby, the Parties hereto agree as follows:

1. If UTILITY desires to include the adjustment of all or a certain number of its castings in COMMONWEALTH's improvement and/or construction project, UTILITY will execute a Letter Agreement, setting forth its requested adjustments, in the form which is attached hereto and incorporated herein as Attachment "B".

2. COMMONWEALTH will, at its option, provide for the adjustment of the UTILITY's castings in accordance with the terms and conditions hereof.

3. Where replacement of castings is required, UTILITY shall provide the castings and deliver them on the site for installation by the COMMONWEALTH, subject to Paragraphs 4 and 5 of this Agreement.

4. The COMMONWEALTH shall perform the work required to adjust the castings to the proper elevation, on a full brick and mortar bed, in the following Counties: Bucks, Chester, Delaware and Montgomery at the following costs:

Type A - One-step adjustment of casting - applies where change in grade:

- (1) Does not exceed 3 inches or
- (2) Exceeds 3 inches but protrusion into roadway of casting reset to proposed final grade does not present a hazard to vehicular traffic.

Type B - Two-step adjustment of casting - applies where change in grade:

- (1) Exceeds 3 inches and
- (2) Protrusion into roadway of casting reset to proposed final grade presents a hazard to vehicular traffic.

Type C - One piece fabricated adjustable riser with one turnbuckle.

- (1) For adjustments of 0 inch to 3 inches.

Type D - One piece fabricated adjustable riser with one turnbuckle.
(1) Adjustments greater than 3 inches.

0 to 15 inch diameter Casting Adjustment for Resurfacing - Type A - concrete Base
Amount \$131.00 each

0 to 15 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base
Amount \$ 99.00 each

16 to 54 inch diameter Casting Adjustment for Resurfacing - Type A - Concrete Base
Amount \$278.00 each

16 to 54 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base
Amount \$230.00 each

0 to 15 inch diameter Casting Adjustment for Resurfacing - Type B - concrete Base
Amount \$150.00 each

0 to 15 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$111.00 each

16 to 54 inch diameter Casting Adjustment for Resurfacing - Type B - Concrete Base
Amount \$327.00 each

16 to 54 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$274.00 each

0 to 15 inch diameter Casting Riser
Adjustment - Type C

Amount \$ 45.00 each

16 to 54 inch diameter Casting Riser
Adjustment - Type C

Amount \$196.00 each

0 to 15 inch diameter Casting Riser
Adjustment - Type D

Amount \$ 49.00 each

16 to 54 inch diameter Casting Riser
Adjustment - Type D

Amount \$231.00 each

Utility Manhole Neck Rebuilding

Amount \$ 76.00 V.F.

NOTE: Where agreed, the COMMONWEALTH shall purchase certain castings and perform any necessary work in accordance with the Department of Transportation's Publication 408 (1987), Section 104.03 titled "Extra Work" and the COMMONWEALTH shall be reimbursed by UTILITY in accordance with aforesaid section.

An example of the bid items for the above as they will appear in the Highway Contract is attached to this Agreement and incorporated herein as Attachment "A".

5. If UTILITY determines prior to bidding or during the course of construction, that one or more of its castings require replacement, the UTILITY may authorize the COMMONWEALTH to acquire the casting(s) on the open market or from the UTILITY.

6. Upon completion of the work by the COMMONWEALTH to the satisfaction of the UTILITY, the COMMONWEALTH shall certify to the UTILITY the adjustment costs, and the UTILITY shall pay to the COMMONWEALTH said costs within 60 days of receipt of an invoice from COMMONWEALTH.

7. Where the UTILITY supplies materials to the COMMONWEALTH, and/or performs any additional work either with its own contractor or its own forces, the UTILITY shall cooperate with the COMMONWEALTH in such a manner as not to interfere with or hinder the progress of the COMMONWEALTH's construction and/or improvement project. In this connection, UTILITY will indemnify, save harmless and, if requested, defend the COMMONWEALTH, and all of its officers, agents and employees from losses resulting from any suits, actions or claims of any character, name and description, brought for or on account of any injuries or damages received or sustained by any person, persons, or property, during or as a result of the performance of the work on the aforesaid construction and improvement project if and only to the extent that the cause of such injury or damage is determined with finality to have been the conduct of UTILITY or UTILITY's contractor, servants, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or to any act, omission, neglect or misconduct of UTILITY's contractor, servants, agents and employees during the performance of said work.

8. UTILITY agrees to be bound by the Act of May 20, 1937, P.L. 728, as amended (72 P.S., Section 4651-1 et seq.), which provides in substance that the Board of Claims shall have jurisdiction of claims against the COMMONWEALTH arising from contracts and the power to order interpleader or impleader from other parties, when necessary for a complete determination of any claims or counterclaims in which the COMMONWEALTH is a Party.

9. It is agreed by the Parties hereto that, upon completion of said improvement and construction project, the aforesaid UTILITY facilities affecting the section of State highway so improved shall be subject to the terms and conditions of the COMMONWEALTH's existing permit issued to UTILITY therefor and that UTILITY shall maintain and keep in good repair the said facilities adjusted under the terms of this Agreement in accordance with applicable State laws, except as otherwise provided hereafter.

10. Notwithstanding anything contained herein to the contrary in the event the Pennsylvania Public Utility Commission assumes jurisdiction of a specific project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the Parties hereto agree to be bound by any orders of the Commission or decisions of an appropriate tribunal after the exhaustion of all appeals from such orders.

11. In the event that the UTILITY withdraws its request at a time subsequent to the awarding of the contract for construction, then in that case the UTILITY shall reimburse COMMONWEALTH for all necessary costs, if any, incurred by the COMMONWEALTH for necessary labor and materials, if any, employed in the adjustment of the UTILITY's castings up to the time of withdrawal. UTILITY shall also be responsible for the cost of necessary materials ordered by the COMMONWEALTH for adjustment of the UTILITY's castings prior to UTILITY's withdrawal if the order for said materials cannot be cancelled and if the materials cannot be used elsewhere in the project. Costs incurred by the COMMONWEALTH for engineering requested by UTILITY shall be reimbursed to COMMONWEALTH by separate agreement.

12. In the event COMMONWEALTH decides not to construct the project or decides to delay the construction beyond the contemplated construction season, upon notification in writing to UTILITY of such cancellation or delay, the Project Letter Agreement (Attachment B) shall become null and void and neither Party shall be responsible to the other for any further costs. The failure of the COMMONWEALTH to give such notice in writing may be waived by the UTILITY and shall not preclude the discharge of UTILITY from all its obligations hereunder.

13. In the event COMMONWEALTH elects to adjust UTILITY's castings with its own forces, rather than by contract, notice thereof in writing shall be given UTILITY by COMMONWEALTH, and UTILITY shall have the right to cancel or withdraw its agreement to have COMMONWEALTH include the adjustment of UTILITY's castings in COMMONWEALTH's improvement and/or construction project.

14. It is further agreed that casting adjustment costs set forth in Paragraph 4 shall take effect upon execution of this agreement. Said costs shall be amended by agreement supplement as required. In the event the Parties cannot agree upon the amended costs, this agreement shall be terminated. This agreement shall not exceed five year term.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed, sealed and delivered by their proper officials, pursuant to due and legal action authorizing the same to be done the day, month and year first above written.

Upper Dublin Township

ATTEST:

Gregory N. Kleinick
(Title) Secretary
Approved as to form
M.P. [Signature]
(SEAL) Twist. [Signature]

BY: _____ Date 3-10-92
(Title) Pres., Bd. of Commissioners

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

[Signature]
Signature Date

Signature Date

Title

for: Deputy Secretary of Transportation
Title

(SEAL)

APPROVED:

APPROVED AS TO FORM AND LEGALITY:

GENERAL COUNSEL

BY _____ Date
Deputy General Counsel

BY _____ Date
Signature

ATTORNEY GENERAL

BY _____ Date
Deputy Attorney General

Chief Counsel
Title

SECRETARY OF THE BUDGET

BY _____ Date
Comptroller

This work will be measured by the utility and the Department, after completion and acceptance by the utility and the Department. This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under item 9999-9989 Utility Manhole Neck Rebuilding.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with (the utility company's specifications if attached) Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the utility company for installation by the contractor.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 and within drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

| ITEM | DESCRIPTION |
|-----------|--|
| 9999-9981 | 0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base |
| 9999-9982 | 0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base |
| 9999-9983 | 16 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base |
| 9999-9984 | 16 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base |

ATTACHMENT A (cont'd)
92-97

| | | |
|------|-----------|--|
| ITEM | 9999-9985 | 0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base |
| | 9999-9986 | 0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base |
| | 9999-9987 | 16 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base |
| | 9999-9988 | 16 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base |

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with the utility specifications if attached or with Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

ATTACHMENT A (cont'd)
92-97

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9989 Utility Manhole Neck Rebuilding.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department complete in place as specified.

ITEM 9999-9989

UTILITY MANHOLE NECK BUILDING

This work shall consist of rebuilding manhole necks any size or type for a vertical distance in excess of eight inches and resetting the existing casting within reasonable close conformity to the lines and grades shown on the drawings or established by the engineer. Only those requiring rebuilding, as determined by the Utility Company and engineer, will be measured for payment.

The existing casting will be carefully removed and cleaned. The neck shall be adjusted using brick and mortar as required. The casting shall then be set and sealed with mortar on the neck at the proper elevation for paving. If the utility and the engineer determine that the existing manhole deck is in unsatisfactory condition or cannot be adjusted, then the neck shall be removed and rebuilt as required. Any exposed brick shall be parged. All work shall be in accordance with (the Utility Company's specifications if attached) Section 600.

This work shall be measured by the vertical foot with a minimum measurement of one foot. Where a manhole is rebuilt for a height of more than one foot, the additional height will be measured and paid to the next foot.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Purchase of Sewer and Water Castings

ATTACHMENT A (cont'd)
92-97

Where it is determined prior to the Notice to Proceed Date, that the sewer and water castings are needed for adjustments due to type of resurfacing alternate selected, the contractor will be ordered to purchase the castings and will be reimbursed the amount of the invoice price plus ten percent for handling.

Where it is determined during construction, that the sewer and water castings are needed for adjustments, and upon concurrence by the utility company, the contractor will be ordered to purchase the castings in accordance with Section 104.03.

This work will be paid for at the respective predetermined in the proposal by the Department, which price will be indicated in the proposal by the Department, complete in place as specified.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department. This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under item 9999-9989 Utility Manhole Neck Rebuilding.

Units with two-piece risers, vertical elevating bolts, or with more than one (1) turnbuckle will not be accepted. Only one (1) riser will be applied to each casting adjustment and will not be applied to existing risers.

The existing casting shall be carefully cleaned, the casting adjusted to the proper elevation by placing the riser over the cover for initial fit and 100% contact, then tighten the turnbuckle with wrench for swedge fit in accordance with (the Utility Company's specifications if attached) Section 606. Turnbuckle will be installed so as not to protrude into manhole crawl area.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 0 inches and less than 3 inches in accordance with Section 606 and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

Adjustment for Resurfacing - Type C
16 to 54 inch diameter Utility Casting

9999-9991

Adjustment for Resurfacing - Type C
0 to 15 inch diameter Utility Casting

9999-9990

ITEM

ATTACHMENT A (cont'd)
92-97

| | | |
|------|-----------|---|
| ITEM | 9999-9992 | 0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type D |
| | 9999-9993 | 16 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type D |

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 3 inches and less than 4 inches in accordance with Section 606 and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.



ATTACHMENT B
92-97 PROJECT LETTER AGREEMENT
Incorporated Work

This Project Letter Agreement, numbered _____ in COMMONWEALTH files, made and entered into this _____ day of _____, between the undersigned Parties pursuant to the terms and conditions of the Master Agreement for the adjustments of Incorporated Utility Facilities, bearing No. _____, in COMMONWEALTH's files dated _____, between the undersigned Parties in consideration of the mutual promises herein contained and with intent to be legally bound hereby, agree that the COMMONWEALTH, in accordance with this Project Letter Agreement dated as above will make adjustments to the Utility's castings to accommodate construction on State Route/Work Order No. _____, Section _____, in _____ County.

The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$_____. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with the Master Agreement. In the event the actual number of castings to be adjusted changes from the estimated number shown above, the Utility agrees to reimburse COMMONWEALTH for the actual number of adjusted castings based on the unit costs shown in the Master Agreement and Exhibit 1, incorporated herein and made a part hereof, to this Letter Agreement.

All terms and conditions of said Master Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:
Gregory V. Fleming 3-10-92 BY:
Title Secretary Date
(SEAL)

Upper Dublin Township
Name of Utility
Richard R. ... 3-10-92
Title Pres. Bd. of Commissioners Date

ATTEST:

Signature Date
(SEAL)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BY: _____
Signature Date

APPROVED AS TO FORM AND LEGALITY
BY: _____
Chief Counsel Date

ATTACHMENT B
92-97

RE:

S.R.:

County:

Utility:

EXHIBIT 1

PROJECT LETTER AGREEMENT
INCORPORATED WORK

Hereinafter set forth is the listing of anticipated castings which are being incorporated herein by this Agreement.

| <u>Number of</u> <u>Castings</u> | <u>Bid Item</u> | <u>Unit</u> <u>Price</u> | <u>Total</u> <u>Cost</u> |
|-------------------------------------|-----------------|-----------------------------|-----------------------------|
| | 9999-9981 | | |
| | 9999-9982 | | |
| | 9999-9983 | | |
| | 9999-9984 | | |
| | 9999-9985 | | |
| | 9999-9986 | | |
| | 9999-9987 | | |
| | 9999-9988 | | |
| | 9999-9989 | | |
| | 9999-9990 | | |
| | 9999-9991 | | |
| | 9999-9992 | | |
| | 9999-9993 | | |

RESOLUTION NO. 1452

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 Commissioners of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of Upper Dublin Township be authorized and directed to attest the same.

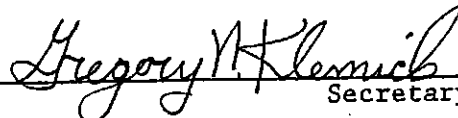
ADOPTED this 10th day of March, 1992.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: 

President

Attest:


Secretary

TOWNSHIP OF UPPER DUBLIN
Montgomery County, Pennsylvania

RESOLUTION No. 1453

AUTHORIZING THE ACQUISITION OF A SEWAGE TREATMENT PLANT AND RELATED FACILITIES AND REAL PROPERTY FROM DELAWARE VALLEY INDUSTRIAL SEWAGE INC. AND CERTAIN RELATED PARTIES; APPROVING AGREEMENTS PROVIDING FOR SUCH ACQUISITION BY THE TOWNSHIP AND AUTHORIZING THE EXECUTION OF THOSE AGREEMENTS AND RELATED DOCUMENTS BY THE PROPER OFFICERS OF THE TOWNSHIP; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the Township to acquire the existing sewage treatment plant and related facilities and real property from Delaware Valley Industrial Sewage Inc. on terms and conditions which have been negotiated and are set forth in a certain Asset Purchase Agreement and Agreement of Sale, forms of which agreements have been presented to this meeting; and

WHEREAS, financing for such acquisition and the construction of various improvements to the facilities being acquired has been provided for through the issuance of the Township's Guaranteed Sewer Revenue Bonds, Series of 1992 and other available funds, and a firm proposal for the purchase of such Bonds has been received and accepted by the Township; and

WHEREAS, the Board of Commissioners desires to authorize all action necessary to consummate such acquisition and the related improvements to the facilities.

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

1. Approval of Asset Purchase Agreement. The Asset Purchase Agreement, under which the Township agrees to purchase certain real property identified as Block 50, Unit 60 on the tax maps of Montgomery County containing approximately 2.955 acres and further described in said Agreement, together with the existing sewage treatment plant and related facilities situated on or used in connection with such real property, substantially in the form presented to this meeting, is hereby approved.

2. Approval of Agreement of Sale. The Agreement of Sale between the Township as purchaser and South Brunswick Industrial Properties Limited Partnership and Pennland Properties as sellers, under which the Township agrees to purchase a tract of land containing approximately 3.2 acres and identified as Block 50, Unit 11 on the tax maps of Montgomery County, which real property is located adjacent to the treatment plant site described in Section 1 above, together with all improvements thereon, substantially in the form presented to this meeting, is hereby approved.

3. Approval of Management Agreement. The Township hereby approves the Management Agreement between the Township and Walker Associates, Inc. under which Walker Associates, Inc. will manage the sewage facilities acquired pursuant to the Asset Purchase Agreement and Agreement of Sale herein authorized.

4. Execution of Asset Purchase Agreement, Agreement of Sale and Management Agreement. The President of the Board of Commissioners and Secretary of the Township are hereby authorized to execute and deliver the Asset Purchase Agreement, Agreement of Sale and Management Agreement authorized in Sections 1, 2 and 3 of this Resolution on behalf of the Township, substantially in the form presented to this meeting with such additions, deletions and changes therein as such signing officials shall approve, such approval to be conclusively evidenced by the execution of such Agreements.

5. Consummation of Acquisition. The proper officers of the Township are hereby authorized and directed to execute and deliver such documents and to take such other action as may be necessary or desirable to consummate the acquisition of the real property and sewer facilities described in the Asset Purchase Agreement and Agreement of Sale, including, without limitation, the submission of such petitions, applications and other documentation as may be appropriate to obtain any required approvals from or exemption from regulation by the Pennsylvania Public Utility Commission, the Pennsylvania Department of Environmental Resources or any other governmental agency and to transfer existing permits relating to such sewer facilities.

6. Effective Date. This Resolution shall take effect immediately.

The foregoing Resolution was duly approved by a majority vote of the entire Board of Commissioners of the Township of Upper Dublin at a meeting of said Board duly called and held on March 24, 1992 as follows:

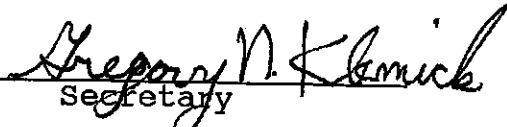
Ayes:

Richard R. Rulon
James B. Bockius
Charles M. Bolig
Judy R. Herold
Cathleen V. Goettner
Robert J. Pesavento

Nays:

Jules J. Mermelstein

Witness my signature and the seal of the Township.


Secretary

RESOLUTION NO. 1454

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, 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, Sal Paone, Inc. has proposed the development of a parcel of land identified as Meadowview Estates, and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by sewer extension, and

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

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 14th day of April, 1992.
By:

Charles M. Bolin
President

Attest:

Gregory N. Klemick
Secretary

RESOLUTION NO. 1455

A RESOLUTION BY THE UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS TO SUBMIT AN APPLICATION FOR 18TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING TO THE MONTGOMERY COUNTY HOUSING AND COMMUNITY DEVELOPMENT PROGRAM.

WHEREAS, the Commissioners of Montgomery County have established a Community Development Block Grant (CDBG) Program to be utilized by Montgomery County municipalities; and

WHEREAS, Upper Dublin Township has indicated its interest in being considered for 18th Year CDBG Funding; and

WHEREAS, the Commissioners of Upper Dublin Township have reviewed the application criteria and have determined that a project to construct a sanitary sewer collector system for certain properties on Highland Avenue between Pinetown Road and Camphill Road meet these criteria;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby approve the filing of one (1) application for 18th Year Community Development Block Grant Funding by April 16, 1992.

ADOPTED this 14th day of April, 1992.

By:

Charles M. Babin
President

Attest:

Gregory M. Klemick
Secretary

RESOLUTION NO. 1456

RESOLVED by the Board of Commissioners of Upper Dublin Township, That

WHEREAS, by virtue of Resolution No. 1242, adopted June 11, 1985, the Township of Upper Dublin declared its intent to follow the procedures for the disposition of records as set forth in the Retention and Disposition Schedule for Records of Pennsylvania Municipalities issued on May 17, 1982 and Amendments to the Local Government Records Schedule, approved December 1, 1982, and,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township, in accordance with the above cited schedule, hereby authorizes the disposition of the following public records:

Cancelled Checks - Finance Department

Accounts Payable - 1977 through 1984
Payroll - 1977 through 1984

Receipted Invoices - Finance Department

Occupational Privilege Tax -1977 through 1981

Payroll Records - Personnel Department

Time Cards/Time Sheets - 1986 and 1987

The records and papers listed in this Resolution represent 20.72 cubic feet of Public Records.

ADOPTED THIS 14th DAY OF April, 1992.

Charles M. Boldy

ATTEST:

Gregory N. Klemick

RESOLUTION NO. 1457

RESOLUTION TO ACCEPT
DEED OF DEDICATION OF
SANITARY SEWER EASEMENT

WHEREAS, the Board of Commissioners of Upper Dublin Township (the "Township") has received a Deed of Dedication for a sanitary sewer easement located on a portion of Lot No. 3, Ten Pin Oaks Estates, in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania; and

WHEREAS, the said lot is shown on a plan titled "Ten Pin Oaks Estates" dated October 30, 1987, and last revised May 20, 1988, by Showalter & Associates Engineers and Surveyors of Chalfont, Pa., and described as follows:

BEGINNING at an interior point on line of lands between Lot No. 2 and Lot No. 3 on the above-referenced plan, said point begin at a distance of three hundred eighty-eight and one one-hundredths feet (388.01') measured North fifty degrees eighteen minutes zero seconds West (N 50° 18' 00" W) from a point on the ultimate right-of-way line of Dillon Road (60' wide) as shown on above-referenced plan, said point being fifty and one one-hundredths feet (50.00') as measured South thirty-nine degrees fifteen minutes zero seconds West (N 39° 15' 00" West) from a point, said point being measured thirty and no one-hundredths feet (30.00') through the bed of Dillon Road North fifty degrees eighteen minutes zero seconds West (N 50° 18' 00" W) from a point in the centerline of said Dillon Road (formerly Jarrett Road) (33' wide), said point being at a distance of five hundred fifty-two and twenty-one one-hundredths feet (552.21') measured Southwesterly from a point marking the intersection of the said centerline of Dillon Road with the centerline of Meetinghouse Road (33' wide); THENCE extending from said place of beginning North fifty degrees eighteen minutes zero seconds West (N 50° 18' 00" W) one hundred forty-four and twenty-eight one-hundredths feet (144.28') to a point on line of lands between Lot No. 3 and No. 4 on above-referenced plan; THENCE along said line North seventy-five degrees thirty-five minutes thirty-five seconds East (N 75° 35' 35" E) twenty-four and sixty-nine one-hundredths feet (24.69') to a point; THENCE through lands of Lot NO. 3 South fifty degrees eighteen minutes zero seconds East (S 50° 18' 00" E) one hundred twenty-nine and sixty-six one-hundredths feet (129.66') to a point on line of lands between Lots No. 2 and 3; THENCE along said line South thirty-nine degrees fifteen minutes zero seconds West (S 39° 15' 00" W) twenty and no one-hundredths feet (20.00') to the point and place of beginning.

BEING a 20 feet wide Sanitary Sewer Easement through a portion of Lot NO. 3.

CONTAINING 2,740 S.F.

AND WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said sanitary sewer may be connected with the sewer system in the Township and become part of the Township sewer system; and

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Lower Merion Township does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township to dedicate and convey an easement for the sanitary sewer force main as hereinabove described is hereby accepted.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and record the same in the office for the Recording of Deeds, Norristown, Pennsylvania.

RESOLVED, this 12th day of May, A.D.,
1992.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Pauls
President

Attest: Gregory A. Lemich
Secretary

RESOLUTION NO. 1458

RESOLUTION TO ACCEPT
DEED OF DEDICATION OF
SANITARY SEWER EASEMENT

WHEREAS, the Board of Commissioners of Upper Dublin Township (the "Township") has received a Deed of Dedication for a sanitary sewer easement located on a portion of Lot No. 2, Ten Pin Oaks Estates, in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania; and

WHEREAS, the said lot is shown on a plan titled "Ten Pin Oaks Estates" dated October 30, 1987, and last revised May 20, 1988, by Showalter & Associates Engineers and Surveyors of Chalfont, Pa., and described as follows:

BEGINNING at a point on the ultimate right-of-way line of Dillon Road (60' wide) as shown on the above-reference plan, said point being at a distance of fifty and no one-hundredths feet (50.00') measured South thirty-nine degrees fifteen minutes zero seconds West ($S 39^{\circ} 15' 00'' W$) from a point, said point being measured thirty and no one-hundredths feet (30.00') through the bed of Dillon Road North fifty degrees eighteen minutes zero seconds West ($N 50^{\circ} 18' 00'' W$) from a point on the centerline of Dillon Road (formerly Jarrett Road) 33' wide) said point being five hundred fifty-two and twenty-one one-hundredths feet (552.21') measured Southwesterly from a point marking the intersection of the said centerline of Dillon Road with the centerline of Meetinghouse Road (33' wide)' THENCE extending from said point of beginning along line of lands of Lot No. 1 and through lands of Lot NO. 2 North fifty degrees eighteen minutes zero seconds West ($N 50^{\circ} 18' 00'' W$) three hundred eighty-eight and one one-hundredths feet (388.01') to a point on line of lands between Lot No. 2 and Lot No. 3, then along said lands of North thirty-nine degrees fifteen minutes zero seconds East ($N 39^{\circ} 15' 00'' E$) twenty and no one-hundredths feet (20.00') to a point; THENCE through lands of Lot No. 2 South fifty degrees eighteen minutes zero seconds East ($S 50^{\circ} 18' 00'' E$) three hundred eighty-eight and one one-hundredths feet (388.01') to a point on the aforementioned ultimate right-of-way of Dillon Road; THENCE along the same South thirty-nine degrees fifteen minutes zero seconds West ($S 39^{\circ} 15' 00'' W$) twenty and no one-hundredths feet (20.00') to the point and place of beginning.

BEING a 20 feet wide Sanitary Sewer Easement through a portion of Lot No. 2.

CONTAINING 7,760 S.F.

AND WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said sanitary sewer may be connected with the sewer system in the Township and become part of the Township sewer system; and

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Lower Merion Township does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township to dedicate and convey an easement for the sanitary sewer force main as hereinabove described is hereby accepted.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and record the same in the office for the Recording of Deeds, Norristown, Pennsylvania.

RESOLVED, this 12th day of May, A.D., 1992.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Paul
President

Attest: Gregory N. Klemick
Secretary

RESOLUTION TO ACCEPT
DEED OF DEDICATION OF
SANITARY SEWER EASEMENT

WHEREAS, the Board of Commissioners of Upper Dublin Township (the "Township") has received a Deed of Dedication for a sanitary sewer easement located on a portion of Lots No. 2 and 3, Ten Pin Oaks Estates, in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania; and

WHEREAS, the said lot is shown on a plan titled "Ten Pin Oaks Estates" dated October 30, 1987, and last revised May 20, 1988, by Showalter & Associates Engineers and Surveyors of Chalfont, Pa., and described as follows:

BEGINNING at a point on the ultimate right-of-way line of Dillon Road (60' wide) as shown on the above referenced plan, said point being at a distance of fifty and no one-hundredths feet (50.00') measured South thirty-nine degrees fifteen minutes zero seconds West (S 39° 15' 00"W) from a point, said point being measured thirty and no one-hundredths feet (30.00') through the bed of Dillon Road North fifty degrees eighteen minutes zero seconds West (N 50° 18' 00" West) from a point on the centerline of Dillon Road (formerly Jarrett Road) (33' wide), said point being five hundred fifty-two and twenty-one one-hundredths feet (552.21') measured Southwesterly from a point marking the intersection of the said centerline of Dillon Road with the centerline of Meetinghouse Road (33' wide); THENCE extending from said point of beginning and along lands of Lot No. 1 and through lands of Lots No. 2 and 3 on above-referenced plan North fifty degrees eighteen minutes zero seconds West (N 50° 18' 00" W) five hundred thirty-two and twenty-nine one-hundredths feet (532.29') to a point in line of lands between Lot NO. 3 and Lot No. 4 on above-referenced plan; THENCE along said line of lands North seventy-five degrees thirty-five minutes thirty-five seconds East (N 75° 35' 35" E) twenty-four and sixty-nine one-hundredths feet (24.69') to a point; THENCE through portions of Lot No. 3 and Lot NO. 2 South fifty degrees eighteen minutes zero seconds East (S 50° 18' 00" E) five hundred seventeen and sixty-seven one-hundredths feet (517.67') to a point on the ultimate right-of-way of Dillon Road; THENCE extending along the same South thirty-nine degrees fifteen minutes zero seconds West (S 39° 15' 00" W) twenty and no one-hundredths feet (20.00') to the point and place of beginning.

BEING a 20 feet wide Easement for Sanitary Sewer purposes. Also being a portion of Lots No. 2 and No. 3 on above referenced plan.
CONTAINING 10,500.2 S.F.

AND WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said sanitary sewer may be connected with the sewer system in the Township and become part of the Township sewer system; and

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Lower Merion Township does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township to dedicate and convey an easement for the sanitary sewer force main as hereinabove described is hereby accepted.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and record the same in the office for the Recording of Deeds, Norristown, Pennsylvania.

RESOLVED, this 12th day of May, A.D., 1992.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Paul
President

Attest: Gregory N. Klemick
Secretary

RESOLUTION NO. 1460

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR A PUBLIC STREET SHOWN ON
APPROVED SUBDIVISION PLAN

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from **Evans Builders, Inc.** (hereinafter "Grantor") a Deed of Dedication for a public street being a widened portion of Dillon Road (hereinafter "Street"), described and set forth in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a subdivision plan designated "Ten Pin Oaks Estates" filed by or on behalf of Grantor showing the Street and setting forth lots fronting on the Street; and

WHEREAS, Grantor has heretofore improved the Street according to Township specifications as confirmed by the Township Engineer and has provided the Township with a maintenance bond in proper form guaranteeing the upkeep of the Street for a period of eighteen (18) months from the date hereof; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said street will be opened and dedicated for public use and passage;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township to open and establish as a public right of way, a 30' wide strip described and set forth in Exhibit "A" attached hereto, being a widened portion of Dillon Road, is hereby accepted.

2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Pennsylvania.

3. The 30' wide strip described and set forth in Exhibit "A" shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 12th day of May, A.D., 1992.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

Attest: Gregory N. Klemick
Secretary

By: Richard R. Parls
President

ALL THAT CERTAIN lot or tract of land SITUATE in Upper Dublin Township, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a plan thereof made October 30, 1987 and last revised May 20, 1988, by Showalter & Associates, Engineers and Surveyors of Chalfont, Pennsylvania as follows:

BEGINNING at a point on the centerline of Dillon Road (formerly Jarrett Road) (33' wide), said point being at a distance of five hundred fifty-two and twenty-one one-hundredths feet (552.21') measured Southwesterly from a point marking the intersection of the said centerline of Dillon Road with the centerline of Meetinghouse Road (33' wide); THENCE extending along the said centerline of Dillon Road South thirty-nine degrees fifteen minutes zero seconds West (S 39 15' 00"W) two hundred two and ninety-nine one-hundredths feet (202.99') to a point; THENCE through the bed of said Dillon Road North fifty degrees forty-five minutes zero seconds West (N 50 45' 00"W) thirty and no one-hundredths feet (30.00') to a point on the ultimate right-of-way line of Dillon Road as shown on above referenced plan; THENCE along the same North thirty-nine degrees fifteen minutes zero seconds East (N 39 15' 00"E) two hundred three and twenty-three one-hundredths feet (203.23') to a point; THENCE through the bed of said Dillon Road South fifty degrees eighteen minutes zero seconds East (S 50 18' 00"E) thirty and no one-hundredths feet (30.00') to the aforementioned point on the centerline of Dillon Road being the point and place of begining.

BEING a 30' wide strip of ground to be dedicated to Upper Dublin Township.

EXHIBIT "A"

WHEREAS, based on the Report analysis, the Township could charge a maximum fee of \$5,852/EDU; and

WHEREAS, the Township may choose to adopt a lesser fee amount than the maximum fee;

BE IT RESOLVED that the Township of Upper Dublin will continue to impose the existing connection fee of \$3,500 until such time as the Board of Commissioners find that it is in the best interest of the Township to change said fee.

RESOLVED, this 9th day of June, 1992, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President
Board of Commissioners

Attest: Gregory N. Klemick
Gregory N. Klemick, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
RESOLUTION NO. 1462

WHEREAS, a state statute known as the "Clean Indoor Air Act", 35 P.S. §1230.1 et seq. authorizes the regulation of smoking in certain public places, public meetings and work places; and

WHEREAS, the Board of Commissioners of the Township of Upper Dublin recognizes and agrees with the findings of the United States Surgeon General regarding the serious health hazards associated with smoking and with breathing second-hand smoke; and

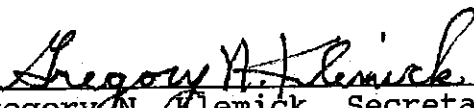
WHEREAS, the Board of Commissioners of the Township of Upper Dublin is the governing body of Upper Dublin Township and, as such, they are empowered to regulate smoking in public places;

BE IT RESOLVED, pursuant to Section 1230.1 of the Clean Indoor Air Act, Township of Upper Dublin hereby prohibits smoking on the premises of the Upper Dublin Township Municipal Building located at 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, and at all public meetings held therein.

APPROVED at the Upper Dublin Township Board of Commissioners public meeting on June 9, 1992.

UPPER DUBLIN TOWNSHIP BOARD
OF COMMISSIONERS

By: 
Richard R. Rulon, President

Attest: 
Gregory N. Klemick, Secretary

RESOLUTION NO. 1463

UPPER DUBLIN TOWNSHIP

RESOLUTION REQUESTING AUTHORIZATION
TO PARTICIPATE IN MONTGOMERY COUNTY PURCHASE CONTRACTS

WHEREAS, the Act of November 28, 1986, P.L. 1472, No. 148, Section 1 (53 P.S. Section 487.2) (hereinafter referred to as the "Act") provides, in pertinent part, as follows:

...(M)unicipalities are...authorized to make direct purchases from vendors or suppliers of goods, materials or equipment without compliance with existing and otherwise applicable statutory requirements governing competitive bidding and execution of contracts, as follows:

(1) Any county may by appropriate resolution, and subject to such reasonable regulations as it may prescribe, permit any municipality within the county to participate in or purchase off contracts for goods, materials or equipment entered into by the county.

(2) Any municipality desiring to participate in such purchase contracts shall file with the county purchasing agency and with the county solicitor a certified copy of an ordinance or resolution of its governing body requesting that it be authorized to participate in purchase contracts of the county and agreeing that it will be bound by such terms and conditions as the county may, and as hereafter provided shall, prescribe and that it will be responsible for payment directly to the vendor under each purchase contract.

(3) The county may permit such participation by municipalities only where the solicitation for bids and specifications for such county contracts, and such contracts themselves, expressly provide for and inform prospective and successful bidders that the contract to be let is intended to be subject to this act and to regulations adopted by the county hereunder.

(4) Among such terms and conditions as the county may specify, it shall prescribe that all prices shall be F.O.B. destination.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. Pursuant to the Act referenced above, the Board of Commissioners of Upper Dublin Township requests that it be authorized by the County of Montgomery to participate in purchase contracts of the County.

2. Pursuant to the Act, the Township agrees that it will be bound by such terms and conditions as the County may from time to time prescribe, and that the Township will be responsible for payment directly to the vendor under each purchase contract.

RESOLVED, this 9th day of June, 1992, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: Richard R. Rulon
Richard R. Rulon, President
Board of Commissioners

Attest: Gregory N. Klemick
Gregory N. Klemick, Secretary

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RESOLUTION NO. 1464

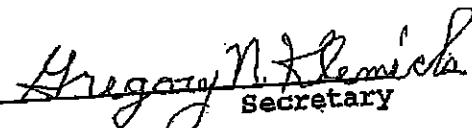
WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined;

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. — to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 7 day of July, 1992 at a special stated meeting of the Board of Commissioners.

By: 
President

Attest: 
Secretary

AMENDMENT NO. 4

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on August 8, 1989, the Civil Service Commission hereby proposes the following amended regulations:

1. Article V. Medical and Psychological Examinations, to add the following Section 507.:

507. Physical and Psychological Examinations After Offer of Employment.

Notwithstanding anything to the contrary contained in these rules and regulations, after the Municipal Governing Body selects a candidate from the certified list of three (3) for appointment to the vacant position, the candidate shall submit to a physical examination and a psychological examination, as provided in these rules and regulations, by the appropriate medical experts. If the candidate successfully passes the physical and psychological examinations, then that employee shall be appointed to the vacant position in the Police Department for which he or she has applied. The appointment shall be contingent upon successfully passing both the physical and psychological examinations. Failure to pass either examination shall result in the candidate being rejected from consideration. The rejected candidate may appeal this decision under Section 310. in the same manner and following the same procedure as if the rejection were by the Commission.

2. Article VII. Examination Process, Section 702. Examinations for Police Positions., Subsections A. and B. shall be amended in its entirety as follows:

702. Examinations for Police Positions.

It shall be noted that Section 310. (Rejection of Applicant: Hearing) of these rules and regulations is particularly applicable to this Section and subsequent subsections.

- A. Examination for the Position of Police Officer:

(1) The following parts shall comprise the examination process for the position of police officer:

| | <u>Element</u> | <u>Passing Score</u> | <u>Weighting</u> |
|--------|---|----------------------|------------------|
| Step 1 | Written Examination | Ref: Section 704 | 60% |
| Step 2 | Oral Examination (Top twenty (20) Ranking Candidates) | Ref: Section 704 | 40% |
| Step 3 | Background Investigation | Ref: Section 307 | Pass/Fail |
| Step 4 | Polygraph Test | Ref: Article VI | Pass/Fail |
| Step 5 | Medical Examination | Ref: Article V | Pass/Fail |
| Step 6 | Psychological Evaluation | Ref: Article V | Pass/Fail |

(2) Upon completion of the written examination by qualified applicants and following the determination of scores, it may be determined that the number of persons receiving passing grades is too large to facilitate conducting oral interviews for every such person. In such cases, the Civil Service Commission may select the top twenty (20) persons for further processing, while placing all persons qualifying with a passing score on an eligibility list for future consideration.

B. Examination for the Positions of Patrol Sergeant, Detective Sergeant, Juvenile Sergeant and Lieutenant.

(1) The following parts comprise the examination process for the aforementioned positions:

| | <u>Element</u> | <u>Passing Score</u> | <u>Weighting</u> |
|--------|-----------------------------|----------------------|------------------|
| Step 1 | Service Rating | - | 10% |
| Step 2 | Written Examination | Ref: Section 704 | 50% |
| Step 3 | Oral Examination | Ref: Section 704 | 40% |
| Step 4 | Polygraph Test | Ref: Article VI | Pass/Fail |
| Step 5 | Medical Examination | Ref: Article V | Pass/Fail |
| Step 6 | Psychological Evaluation | Ref: Article V | Pass/Fail |

3. Article IX. Certification and Appointments, Section 905. Appointment Procedures., shall be amended as follows:

905. Appointment Procedures.

Whenever a vacancy, other than the position of Chief of Police or equivalent official, is to be filled, the Municipal Governing Body shall make a request of the Civil Service Commission for a certification of eligibles for the position to be filled.

Upon receipt of a request for certification of eligibles to fill a vacancy, the Secretary of the Commission shall certify the re-employment list, except that if there is no such list or if the individual or individuals so eligible for re-employment refuse or are unable to serve, the Secretary of the Commission shall then certify to the Municipal Governing Body the names of three (3) persons from the eligible list who have received the highest general average in the last preceding examination held within a period of one (1) year preceding the date of the request for such eligibles.

The Municipal Governing Body shall, with sole reference to the merits and fitness of the candidates, make an appointment from the three (3) names certified unless they make objections to the Commission as to one (1) or more of the persons so certified for the reasons and following the procedures set forth in Section 638. of First Class Township Code. Any such appointment shall be conditioned upon the employee passing the physical and psychological examinations as referred to in Section 507.

Approved by a majority of the Commission this 17th day of June 1992 at a regular stated meeting of the Commission.

Herbert Charles Craft

Richard K. Foster

Herbert J. Cooper

RESOLUTION

No. 1465

A RESOLUTION ACCEPTING DEED OF DEDICATION OF THE BEDS OF BEACON HILL DRIVE, BERRYWOOD LANE, CASTLEWOOD DRIVE, DRESHERTOWN ROAD, IRONWOOD WAY, MORNINGSIDE DRIVE, NICOLE DRIVE, OAKWOOD DRIVE, OVERLOOK CIRCLE, RAPP RUN ROAD, SIGNAL HILL ROAD AND WESTWIND WAY, TOGETHER WITH SANITARY SEWER, STORM DRAINAGE AND STREAM EASEMENTS, LOCATED IN DUBLIN HUNT I SUBDIVISION, TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA.

WHEREAS, the beds of Beacon Hill Drive, Berrywood Lane, Castlewood Drive, Dreshertown Road, Ironwood Way, Morningside Drive, Nicole Drive, Oakwood Drive, Overlook Circle, Rapp Run Road, Signal Hill Road and Westwind Way, together with sanitary sewer, storm drainage and stream easements, on Plan of Property of Dublin Hunt I, 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 Township 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 sanitary sewer, storm drainage and steam easements; and

WHEREAS, in the judgment of the Commissioners, said roads or streets and easements are necessary for the convenience of the general 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:

Resolution recorded with erroneous resolution #1365.

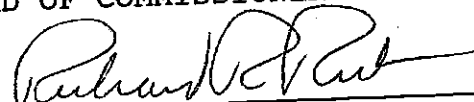
SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that it be and the same is hereby entered and received in the general plan of streets and accepted by the Township of Upper Dublin as and for public highways and sanitary sewer, storm drainage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

ALL THOSE CERTAIN tracts or parcels of ground, situate in Upper Dublin Township, Montgomery County, Pennsylvania, more particularly described in Exhibits "A" and "B", which are 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 roads and easements, 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 14 of July, 1992.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By 
President


Attest 
Secretary

EXHIBIT "A"

DESCRIPTION OF PROPERTY

BEACON HILL DRIVE

DUBLIN HUNT

OK AF
5/29/92

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

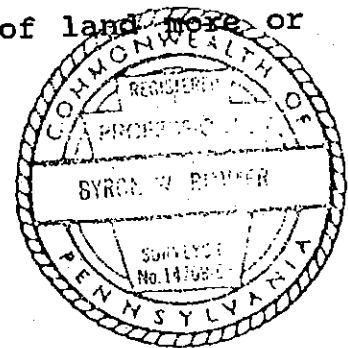
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Beacon Hill Drive" on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Beacon Hill Drive being more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Dreshertown Road (LR 46091) (40' half R.O.W.), being corner of Open Space "A" as shown on the above referenced plan and being the southwesterly terminus of an arc having a radius of 25.00 feet connecting said line of Dreshertown Road with the southwesterly line of Beacon Hill Drive, and from said point of beginning running; thence

1. Passing thru the bed of Beacon Hill Drive (50' R.O.W.), North 40°10'00" East, 100.00 feet to a point of inverse curvature; thence
2. Leaving Dreshertown Road, running southeastwardly along an arc having a radius of 25.00 feet and curving to the left, a distance of 39.27 feet to a point of tangency; thence
3. South 49°50'00" East, 35.00 feet to a point of curvature; thence
4. Southeastwardly along an arc having a radius of 625.00 feet and curving to the left, a distance of 170.90 feet to a point of tangency; thence
5. South 65°30'00" East, 1472.27 feet and passing thru the bed of Westwind Way (50' R.O.W.), to a point of curvature; thence
6. Southeastwardly along an arc having a radius of 325.00 feet and curving to the left, a distance of 316.24 feet to a point and common corner of Lots 13 and 14 as shown on the above referenced plan; thence
7. Passing along the bed of Beacon Hill Drive, South 31°15'04" East, 25.00 feet to a point in the centerline of same; thence

8. Westwardly along the centerline of Beacon Hill Drive on an arc having a radius of 350.00 feet and curving to the right 44.08 feet to a point in same; thence
9. Passing along the bed of Beacon Hill Drive, South 24°02'08" East, 25.00 feet to a point on the southerly side of Beacon Hill Drive and common corner of Open Space "B" and Lot 90 as shown on the above referenced plan; thence
10. Northwestwardly running along an arc having a radius of 375.00 feet and curving to the right, a distance of 317.66 feet to a point of tangency; thence
11. North 65°30'00" West, 1472.27 feet, passing thru the beds of Morningside Drive (50' R.O.W.) and Westwind Way (50' R.O.W.), to a point of curvature; thence
12. Northwestwardly along an arc having a radius of 675.00 feet and curving to the right, a distance of 184.57 feet to a point of tangency; thence
13. North 49°50'00" West, 35.00 feet to a point of curvature; thence
14. Westwardly along an arc having a radius of 25.00 feet and curving to the left, a distance of 39.27 feet to a point in the aforementioned southeasterly line of Dreshertown Road and place of beginning.

Containing: 101,655 square feet or 2.334 acres of land more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

BERRYWOOD LANE

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

OK AF
5/29/92

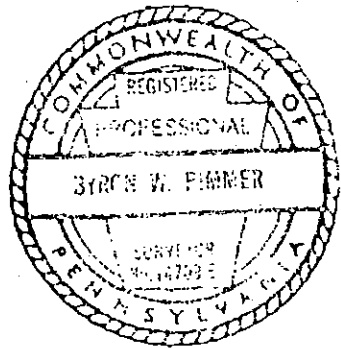
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Berrywood Lane" on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Berrywood Lane being more particularly bounded and described as follows;

Beginning at a point in the southeasterly line of Castlewood Drive (50' R.O.W.) , being corner to Lot 58 as shown on the above referenced plan and being the westerly terminus of an arc connecting said line of Castlewood Drive with the southwesterly line of Berrywood Lane, and from said point of beginning running; thence

1. Passing along the bed of Berrywood Lane, running northeastwardly along an arc having a radius of 875.00 feet and curving to the right, a distance of 15.21 feet to a point of tangency; thence
2. Still along same, North 46°15'00" East, 65.05 feet to a point of inverse curvature; thence
3. Leaving Castlewood Drive, running southwardly along an arc having a radius of 15.00 feet and curving to the left a distance of 23.56 feet to a point of tangency; thence
4. South 43°45'00" East, 148.76 feet to a point of curvature; thence
5. Southeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 13.62 feet to a point of reverse curvature; thence
6. Southwardly and then northwardly, along an arc having a radius of 50.00 feet and curving to the right, a distance of 247.87 feet to a point of reverse curvature; thence

7. Northwestwardly along an arc having a radius of 15.00 feet and curving to the left a distance of 13.62 feet to a point of tangency; thence
8. North $43^{\circ}45'00''$ West, 148.64 feet to a point of curvature; thence
9. Westwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.82 feet to the point and place of beginning.

Containing: 16,328 square feet or 0.375 acre of land more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

CASTLEWOOD DRIVE

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

OK AF
5/29/92

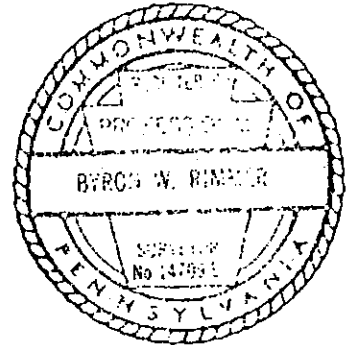
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Castlewood Drive" on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Castlewood Drive being more particularly bounded and described as follows:

Beginning at a point in the northeasterly line of Signal Hill Road (50' R.O.W.) being corner to Lot 40 as shown on the above referenced plan and being the southeasterly terminus of an arc having a radius of 15.00 feet connecting said line of Signal Hill Road with the southeasterly line of Castlewood Drive, and from said point of beginning running; thence

1. Passing thru the bed of Castlewood Drive, North $65^{\circ}30'00''$ West, 80.00 feet to a point of inverse curvature; thence
2. Northeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point of tangency; thence
3. North $24^{\circ}30'00''$ East, 103.59 feet to a point of curvature; thence
4. Northeastwardly along an arc having a radius of 925.00 feet and curving to the right, a distance of 351.14 feet to a point of tangency; thence
5. North $46^{\circ}15'00''$ East, 437.05 feet to a point of curvature; thence
6. Northwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point in the southwesterly line of Nicole Drive (50' R.O.W.); thence
7. Passing along the bed of Castlewood Drive, South $43^{\circ}45'00''$ East, 68.41 feet to a point of curvature; thence

8. Continuing along the same, running along an arc having a radius of 1175.00 feet and curving to the right a distance of 11.74 feet to a point of inverse curvature; thence
9. Leaving Nicole Drive, running along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.71 feet to a point of tangency; thence
10. South $46^{\circ}15'00''$ West, 436.99 feet and passing along the bed of Berrywood Lane (50' R.O.W.) to a point of curvature; thence
11. Continuing thru same, southwestwardly along an arc having a radius of 875.00 feet and curving to the left, a distance of 332.16 feet to a point of tangency; thence
12. South $24^{\circ}30'00''$ West, 103.59 feet to a point of curvature; thence
13. Southeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to the point and place of beginning.

Containing: 45,808 feet of 1.052 acres or land more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

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A.F.
5/29/92

DESCRIPTION OF PROPERTY

DRESHERTOWN ROAD

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

Tract one:

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 15' wide strip for right-of-way widening along Dreshertown Road (LR 46091) (ultimate 40' half-ROW) as shown on a plan entitled "Record Plan, Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said parcel being more particularly bounded and described as follows;

Beginning at a point in the existing southeasterly line of Dreshertown Road at its intersection with the northeasterly line of lands now or late of John Gordon and Lydia K. McKale, said point being distant 25.00 feet southeastwardly as measured at right angles from the centerline of Dreshertown Road, and from said point of beginning running; thence

1. Along said existing line of Dreshertown Road, running parallel with and 25.00 feet southeastwardly from the centerline of same as measured at right angles, North $40^{\circ}10'00''$ East, 400.07 feet to a point in the southwesterly line of lands now or late of Harold H. and Anna K. Ruch; thence
2. Along said line of Ruch, South $50^{\circ}30'28''$ East, 15.00 feet to a point; thence
3. Running parallel with and 40.00 feet southeastwardly from the centerline of Dreshertown Road as measured at right angles, South $40^{\circ}10'00''$ West, 400.02 feet to a point in the aforementioned northeasterly line of Gordon and McKale; thence
4. Along Gordon and McKale, North $50^{\circ}41'28''$ West, 15.00 feet to the point and place of beginning.

Containing: 6000 square feet or 0.138 acre of land, more or less.

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania being a 40' wide strip for right-of-way widening along Dreshertown Road (LR 46091) (ultimate 40' half-ROW) as shown on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said parcel being more particularly bounded and described as follows:

Tract Three:

Containing: 76,344 square feet or 1.753 acres of land, more or less.

1. Along the centerline of Dreshertown Road, North 40°10'00" East, 1908.31 feet to a point being the intersection of said centerline with the northwesterly prolongation of the southwesterly line of lands now or late of Herman and Anna Blair; thence
2. Crossing Dreshertown Road and running along said line of Blair; thence
3. Running parallel with and 40.00 feet southeastwardly from the centerline of Dreshertown Road as measured at right angles, and passing thru the bed of Beacon Hill Drive (50' R.O.W.), South 40°10'00" West, 1908.80 feet to a point in the aforementioned northwesterly line of Bounds; thence
4. Along said line of Bounds, North 50°20'29" West, 40.00 feet to the point and place of beginning.

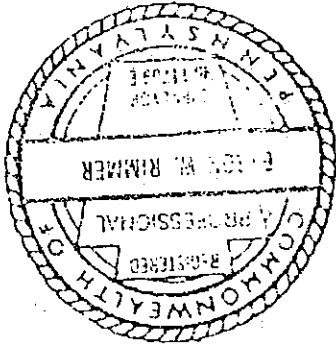
Beginning at a point in the centerline of Dreshertown Road at the intersection of same with the northwesterly prolongation of the northwesterly line of lands now or late of Omar P. Bounds, Jr. and Jean E. Bounds, and from said point of beginning running; thence parcel being more particularly bounded and described as follows:

Tract two:

Beginning at a point in the centerline of Dreshertown Road at the intersection of same with the northwesterly prolongation of the northeasterly line of lands now or late of Alfred and Angela M. Giuliani, and from said point of beginning running; thence

1. Along the centerline of Dreshertown Road, North $40^{\circ}10'00''$ East, 355.47 feet to a point, being the intersection of said centerline with the northwesterly prolongation of the southeasterly line of lands now or late of Frederick F. and Louise Van B. Ueltzen; thence
2. Crossing Dreshertown Road and running along said line of Ueltzen, South $50^{\circ}33'16''$ East, 40.00 feet to a point; thence
3. Running parallel with and 40.00 feet southeastwardly from the centerline of Dreshertown Road as measured at right angles, South $40^{\circ}10'00''$ West, 355.47 feet to a point in the aforementioned northeasterly line of Giuliani; thence
4. Along lands of Giuliani North $50^{\circ}33'16''$ West, 40.00 feet to the point and place of beginning.

Containing: 14,218 square feet or 0.326 acre of land more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

IRONWOOD WAY

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Ironwood Way" on a plan entitled "Record Plan, Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Ironwood Way being more particularly bounded and described as follows;

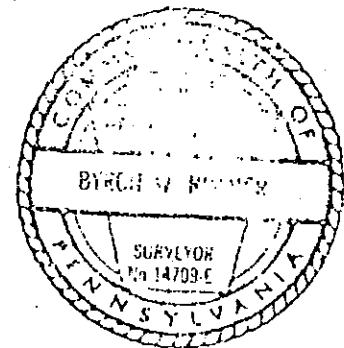
Beginning at a point in the southeasterly line of Westwind Way (50' R.O.W) being corner to Lot 141 as shown on the above referenced plan, and being the westerly terminus of an arc having a radius of 15.00 feet connecting said line of Westwind Way with the southwesterly line of Ironwood Way, and from said point of beginning running; thence

1. Passing along the bed of Ironwood Way, North $51^{\circ}08'32''$ East, a distance of 55.60 feet to a point of curvature; thence
2. Northeastwardly Along the same and along an arc having a radius of 450.00 feet, curving to the left, a distance of 23.62 feet to an angle point being a point of inverse curvature; thence
3. Leaving Westwind Way, running southeastwardly along an arc having a radius of 15.00 feet and curving to the left a distance of 22.78 feet to a point of tangency; thence
4. South $38^{\circ}51'28''$ East, a distance of 80.64 feet to a point of curvature; thence
5. Eastwardly along an arc having a radius of 150.00 feet, curving to the left a distance of 200.93 feet to a point of tangency; thence
6. North $64^{\circ}23'30''$ East, 137.71 feet to a point of curvature; thence

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7. Eastwardly along an arc having a radius of 200.00 feet and curving to the right a distance of 174.91 feet to a point of tangency; thence
8. South 65°30'00" East, 129.53 feet to a point of curvature; thence
9. Northeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point in the westerly line of aforementioned Westwind Way; thence
10. Passing thru the bed of Ironwood Way, South 24°30'00" West, 80.00 feet to a point of inverse curvature; thence
11. Leaving Westwind Way, and running northwestwardly along an arc having a radius of 15.00 feet, curving to the left a distance of 23.56 feet to a point of tangency; thence
12. North 65°30'00" West, 129.53 feet to a point of curvature; thence
13. Westwardly along an arc having a radius of 150.00 feet and curving to the left, a distance of 131.18 feet to a point of tangency; thence
14. South 64°23'30" West, 137.71 feet to a point of curvature; thence
15. Westwardly along an arc having a radius of 200.00 feet and curving to the right, a distance of 267.91 feet to a point of tangency; thence
16. North 38°51'28" West, 80.00 feet to a point of curvature; thence
17. Westwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to the point and place of beginning.

Containing: 38,424 square feet or 0.882 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

MORNINGSIDE DRIVE

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

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5/29/92

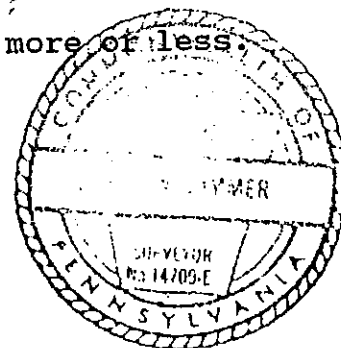
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Morningside Drive" on a plan entitled "Record Plan, Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Morningside Drive being more particularly bounded and described as follows;

Beginning at a point in the southerly line of Beacon Hill Drive (50' R.O.W.), said point being corner to Lot 100 as shown on the above referenced plan and being the westerly terminus of an arc having a radius of 15.00 feet connecting said line of Beacon Hill Drive with the westerly line of Morningside Drive and from said point of beginning running; thence

1. Passing thru the bed of Morningside Drive, South 65°30'00" East, 80.00 feet to a point of inverse curvature; thence
2. Leaving Beacon Hill Road, running southwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point of tangency; thence
3. South 24°30'00" West, 90.00 feet to a point of curvature; thence
4. Southwardly along an arc having a radius of 325.00 feet and curving to the right, a distance of 99.27 feet to a point of tangency; thence
5. South 42°00'00" West, 315.00 feet to a point of curvature; thence
6. Southwestwardly and then northeastwardly along an arc having a radius of 50.00 feet and curving to the right, a distance of 223.98 feet to a point of reverse curvature; thence
7. Northeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 20.07 feet to a point of tangency; thence

8. North $42^{\circ}00'00''$ East, 251.75 feet to a point of curvature; thence
9. Northwardly along an arc having a radius of 275.00 feet and curving to the left, a distance of 83.99 feet to a point of tangency; thence
10. North $24^{\circ}30'00''$ East, 90.00 feet to a point of curvature; thence
11. Westwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to the point and place of beginning.

Containing: 31,602 square feet of 0.725 acre of land more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
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DESCRIPTION OF PROPERTY

NICOLE DRIVE

DUBLIN HUNT

OK AF.
5/29/92

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

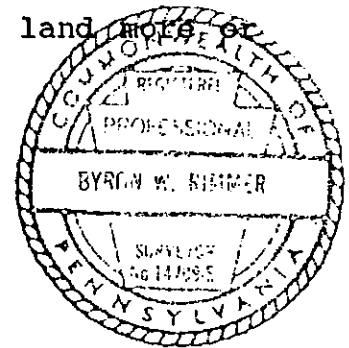
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Beacon Hill Drive" on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Beacon Hill Drive being more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Dreshertown Road (LR 46091) (40' half-ROW), being corner to Lot 66 as shown on the above referenced plan and being the southwesterly terminus of an arc having a radius of 25.00 feet connecting said line of Dreshertown Road with the southwesterly line of Nicole Drive, and from said point of beginning running; thence

1. Passing thru the bed of Nicole Drive, North $40^{\circ}10'00''$ East, 100.00 feet to a point of inverse curvature; thence
2. Leaving Dreshertown Road, running southwardly along an arc having a radius of 25.00 feet and curving to the left, a distance of 39.27 feet to a point of tangency; thence
3. South $49^{\circ}50'00''$ East, 250.00 feet to a point of curvature; thence
4. Southeastwardly along an arc having a radius of 1525.00 feet and curving to the right, a distance of 161.92 feet to a point of tangency; thence
5. South $43^{\circ}45'00''$ East, 216.49 feet and passing into the bed of Castlewood Drive (50' R.O.W.), to a point of curvature; thence
6. Continuing thru same and passing thru the bed of Eastwind Circle (50' R.O.W.), southeastwardly along an arc having a radius of 1225.00 feet and curving to the right a distance of 486.40 feet to a point of tangency; thence
7. South $21^{\circ}00'00''$ East, 715.28 feet and passing thru the bed of Eastwind Circle to a point of curvature; thence

8. Southwestwardly and then northwestwardly running along an arc having a radius of 375.00 feet and curving to the right, a distance of 569.18 feet to a point and common corner of open space "B" and Lot 90 as shown on the above referenced plan; thence
9. Passing along the bed of Nicole Drive, North 24°02'08" West, 25.00 feet to a point in the centerline of same; thence
10. Eastwardly along the centerline of Nicole Drive on an arc having a radius of 350.00 feet and curving to the left, a distance of 44.08 feet to a point in same; thence
11. Passing along the bed of Nicole Drive, North 31°15'04" West, 25.00 feet to a point on the northerly side of Nicole Drive and common corner of Lots 13 and 14 as shown on the above referenced plan; thence
12. Southeastwardly and then northeastwardly along an arc having a radius of 325.00 feet and curving to the left, a distance of 452.36 feet to a point of tangency; thence
13. North 21°00'00" West, 715.28 feet and passing thru the bed of Signal Hill Road (50' R.O.W.), to a point of curvature; thence
14. Northwestwardly and passing into the bed of Castlewood Drive (50' R.O.W.), along an arc having a radius of 1175.00 feet and curving to the left, a distance of 466.55 feet to a point of tangency; thence
15. Passing thru same, North 43°45'00" West, 216.49 feet to a point of curvature; thence
16. Northwestwardly along an arc having a radius of 1475.00 feet and curving to the left, a distance of 156.61 feet to a point of tangency; thence
17. North 49°50'00" West, 250.00 feet to a point of curvature; thence
18. Southwestwardly along an arc having a radius of 25.00 feet and curving to the left a distance of 39.27 feet to the point and place of beginning.

Containing: 117,893 square feet or 2.706 acres of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
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DESCRIPTION OF PROPERTY

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5/29/92

OAKWOOD DRIVE

DUBLIN HUNT

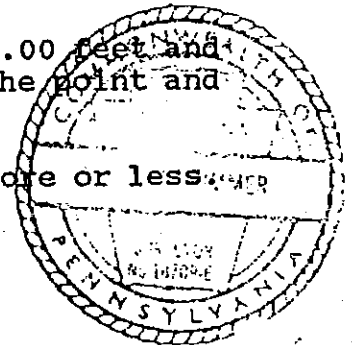
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Oakwood Drive", on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Oakwood Drive being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Signal Hill Road (50' R.O.W.), being corner to Lot 25 as shown on the above referenced plan and being the northwesterly terminus of an arc having a radius of 15.00 feet connecting said line of Signal Hill Road with the westerly line of Oakwood Drive, and from said point of beginning running; thence

1. Passing thru the bed of Oakwood Drive, running northeastwardly along an arc having a radius of 575.00 feet and curving to the left a distance of 78.03 feet to an angle point; thence
2. Leaving Signal Hill Road, running southwestwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 22.54 feet to a point of tangency; thence
3. South 13°00'00" East, 158.11 feet to a point of curvature; thence
4. Southeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 20.07 feet to a point of reverse curvature; thence
5. Southwestwardly and then northwestwardly along an arc having a radius of 50.00 feet and curving to the right, a distance of 223.98 feet to a point of tangency; thence
6. North 13°00'00" West, 221.36 feet to a point of curvature; thence
7. Northwestwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 22.54 feet to the point and place of beginning.

Containing: 17,766 square feet or 0.408 acre of land, more or less



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
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DESCRIPTION OF PROPERTY

OK AF
5/29/92

OVERLOOK CIRCLE

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

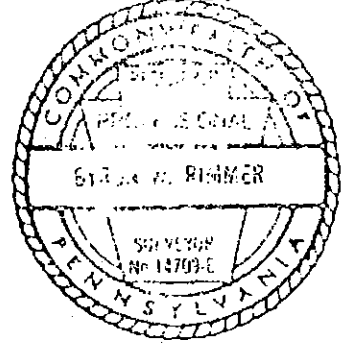
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Overlook Circle" on a plan entitled "Record Plan, Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Overlook Circle being more particularly bounded and described as follows;

Beginning at a point on the southerly line of Westwind Way (50' R.O.W.), being corner to Lot 116 as shown on the above referenced plan, and being the westerly terminus of an arc having a radius of 15.00 feet connecting said line of Westwind Way with the westerly line of Overlook Circle, and from said point of beginning running; thence

1. Passing thru the bed of Overlook Circle, running eastwardly along an arc having a radius of 350.00 feet and curving to the left a distance of 76.87 feet to a point of inverse curvature; thence
2. Leaving Westwind Way, running southwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 21.92 feet to a point of tangency; thence
3. South 14°02'00" West, 185.96 feet to a point of curvature; thence
4. Southeastwardly along an arc having a radius of 15.00 feet, curving to the left, a distance of 13.62 feet to a point of reverse curvature; thence
5. Southwardly and then northwardly along an arc having a radius of 50.00 feet and curving to the right, a distance of 247.87 feet to a point of reverse curvature; thence
6. Northwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 13.62 feet to a point of tangency; thence

7. North $14^{\circ}02'00''$ East, 185.96 feet to a point of curvature; thence
8. Westwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 21.92 feet to the point and place of beginning.

Containing: 18,072 square feet or 0.415 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
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DESCRIPTION OF PROPERTY

RAPP RUN ROAD

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

OK AF
5/29/02

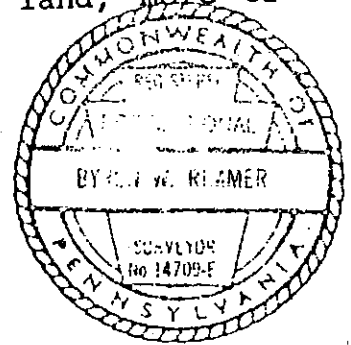
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Rapp Run Road" on a plan entitled "Record Plan, Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Rapp Run Road being more particularly bounded and described as follows;

Beginning at a point in the southwesterly line of Westwind Way (50' R.O.W.) being corner to Lot 153 as shown on the above referenced plan, and being the northerly terminus of an arc having a radius of 15.00 feet connecting said line of Westwind Way with the northwesterly line of Rapp Run Road, and from said point of beginning running; thence

1. Passing thru the bed of Rapp Run Road, running southeastwardly along an arc having a radius of 350.00 feet and curving to the left, a distance of 76.87 feet to a point of inverse curvature; thence
2. Leaving Westwind Way, running westwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 21.92 feet to a point of tangency; thence
3. South 75°48'00" West, 87.20 feet to a point of curvature; thence
4. Southwestwardly along an arc having a radius of 150.00 feet and curving to the left, a distance of 93.35 feet to a point of tangency; thence
5. South 40°08'32" West, 345.00 feet to a point of curvature; thence
6. Southwestwardly and then northeastwardly along an arc having a radius of 50.00 feet and curving to the right a distance of 223.98 feet to a point of reverse curvature; thence

7. Northeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 20.07 feet to a point of tangency; thence
8. North 40°08'32" East, 281.75 feet to a point of curvature; thence
9. Northeastwardly along an arc having a radius of 200.00 feet and curving to the right a distance of 124.47 feet to a point of tangency; thence
10. North 75°48'00" East, 87.20 feet to a point of curvature; thence
11. Northwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 21.92 feet to the point and place of beginning.

Containing: 33,710 square feet or 0.774 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

SIGNAL HILL ROAD

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

OK AF
5/29/92

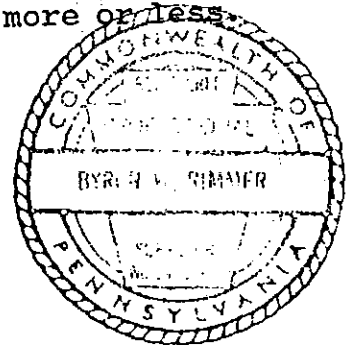
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Signal Hill Road" on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Signal Hill Road being more particularly bounded and described as follows:

Beginning at a point in the westerly line of Nicole Drive (50' R.O.W.), being corner to Lot 47 as shown on the above referenced plan and being the northerly terminus of an arc having a radius of 15.00 feet connecting said line of Nicole Drive with the northerly line of Signal Hill Road, and from said point of beginning running; thence

1. Passing thru the bed of Signal Hill Road, South $21^{\circ}00'00''$ East, 80.00 feet to a point of inverse curvature; thence
2. Leaving Nicole Drive, running northwestwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point of tangency; thence
3. South $69^{\circ}00'00''$ West, 307.94 feet to a point of curvature; thence
4. Westwardly along an arc having a radius of 575.00 feet and curving to the right, a distance of 456.62 feet and passing thru the bed of Oakwood Drive (50' R.O.W.) and the bed of Westwind Way (50' R.O.W.) to a point of tangency; thence
5. North $65^{\circ}30'00''$ West, 488.80 feet to a point of curvature; thence
6. Northwestwardly along an arc having a radius of 625.00 feet and curving to the right, a distance of 103.23 feet to a point of reverse curvature; thence
7. Westwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 19.34 feet to a point of reverse curvature; thence

8. Westwardly and then eastwardly along an arc having a radius of 50.00 feet and curving to the right, a distance of 225.89 feet to a point of tangency; thence
9. South 51°02'46" East, 8.10 feet to a point of curvature; thence
10. Southeastwardly along an arc having a radius of 575.00 feet and curving to the left, a distance of 145.05 feet to a point of tangency; thence
11. South 65°30'00" East, 488.80 feet and passing thru the bed of Castlewood Drive (50' R.O.W.) to a point of curvature; thence
12. Eastwardly along an arc having a radius of 525.00 feet and curving to the left, a distance of 416.92 feet to a point of tangency; thence
13. North 69°00'00" East, 307.94 feet to a point of curvature; thence
14. Northwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to the point and place of beginning.

Containing: 76,434 square feet or 1.755 acres of land more or less.



DESCRIPTION OF PROPERTY

WESTWIND WAY

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

*OK AIF
5/29/92*

Tract I

All that certain parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Westwind Way" on a plan entitled "Record Plan, Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated June 16, 1989, said Westwind Way being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Beacon Hill Drive (50' R.O.W.), said point being corner to Lot 162 as shown on the above referenced plan and being the westerly terminus of an arc having a radius of 15.00 feet connecting said line of Beacon Hill Drive with the westerly line of Westwind Way, and from said point of beginning running; thence

1. Passing thru the bed of Westwind Way, South 65°30'00" East, 80.00 feet to a point of inverse curvature; thence
2. Leaving Beacon Hill Drive, running along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point of tangency; thence
3. South 24°30'00" West, 364.27 feet to a point of curvature; thence
4. Southwestwardly along an arc having a radius of 450.00 feet and curving to the right, a distance of 209.24 feet and passing into the bed of Ironwood Way (50' R.O.W.), to a point of tangency; thence
5. Continuing thru same, South 51°08'32" West, 139.71 feet to a point of curvature; thence
6. Southwardly and then eastwardly along an arc having a radius of 300.00 feet and curving to the left, a distance of 942.48 feet to a point of tangency; thence
7. North 51°08'32" East, 310.00 feet to a point of curvature; thence

8. Northeastwardly along an arc having a radius of 425.00 feet and curving to the left, a distance of 197.62 feet to a point of tangency; thence
9. North 24°30'00" East, 492.33 feet and passing thru the bed of Ironwood Way (50' R.O.W.) to a point of curvature; thence
10. Northwestwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point in the aforementioned southerly line of Beacon Hill Drive; thence
11. Passing thru the bed of Westwind Way, South 65°30'00" East, 80.00 feet to a point of inverse curvature; thence
12. Leaving Beacon Hill Drive, running along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point of tangency; thence
13. South 24°30'00" West, 492.33 feet to a point of curvature; thence
14. Southwestwardly along an arc having a radius of 475.00 feet and curving to the right, a distance of 220.87 feet to a point of tangency; thence
15. South 51°08'32" West, 310.00 feet to a point of curvature; thence
16. Westwardly and then northwardly, and passing thru the bed of Overlook Circle (50' R.O.W.) and the bed of Rapp Run Road (50' R.O.W.), running along an arc having a radius of 350.00 feet and curving to the right, a distance of 1099.56 feet to a point of tangency; thence
17. North 51°08'32" East, 139.71 feet to a point of curvature; thence
18. Northeastwardly along an arc having a radius of 400.00 feet and curving to the left a distance of 186.00 feet to a point of tangency; thence
19. North 24°30'00" East, 364.27 feet to a point of curvature; thence
20. Northwestwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to the point and place of beginning.

Containing: 138,403 square feet or 3.177 acres of land more or less.

Tract II

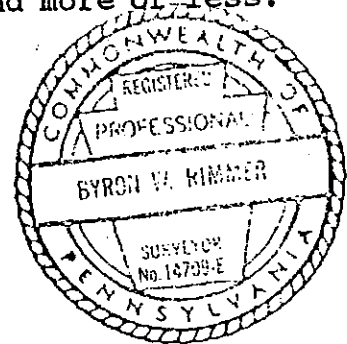
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, being a 50' right-of-way shown as "Westwind Way" on a plan entitled "Record Plan, Sheet 1 of 4, Wolf Tract, Upper Dublin Township,

Montgomery County, Pennsylvania", prepared by Eastern States Engineering, Inc., dated February 16, 1989, said Westwind Way being more particularly bounded and described as follows:

Beginning at a point in the northerly line of Beacon Hill Drive (50' R.O.W.) said point being corner to Lot 9 as shown on the above referenced plan and being the easterly terminus of an arc having a radius of 15.00 feet connecting said line of Beacon Hill Drive with the easterly line of Westwind Way, and from said point of beginning running; thence

1. Passing thru the bed of Westwind Way, North 65°30'00" West, 80.00 feet to a point of inverse curvature; thence
2. Leaving Beacon Hill Drive, running northeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to a point of tangency; thence
3. North 24°30'00" East, 370.29 feet to a point of curvature; thence
4. Northwestwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 24.03 feet to a point in the southwestelry line of Signal Hill Road (50' R.O.W.); thence
5. Passing thru the bed of Westwind Way, running southeastwardly along an arc having a radius of 575.00 feet and curving to the left, a distance of 78.41 feet to a point; thence
6. Leaving Signal Hill Road, running southwestwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 21.05 feet to a point of tangency; thence
7. South 24°30'00" West, 378.28 feet to a point of curvature; thence
8. Southeastwardly along an arc having a radius of 15.00 feet and curving to the left, a distance of 23.56 feet to the point and place of beginning.

Containing: 20,340 square feet or 0.467 acres of land more or less.



A. 25

EXHIBIT "B"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY
SANITARY SEWER EASEMENT "A"

OK AF
5/29/92

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

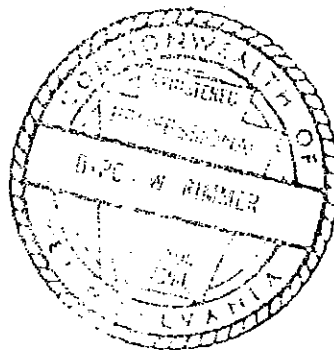
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Sanitary Sewer Easement 'A'" (being 20' wide) on a plan entitled "Record Plan - Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 3 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southerly line of the cul-de-sac of Oakwood Drive (50' R.O.W.) said point being the intersection of the common line between Lots 23 and 22 as shown on the above referenced plans with said line of Oakwood Drive, and from said point running, thence;

1. Along the line of Oakwood Drive, and along an arc having a radius of 50.00 feet, curving to the left a distance of 20.58 feet to a point, thence;
2. Crossing Lot 22 (running 20 feet northeasterly of and parallel with the common line between Lots 22 and 23) and continuing across Lots 13 and 14, South $41^{\circ}44'40''$ East, 248.38 feet to an angle point, thence;
3. Still across Lot 14, and running 10 feet northeasterly of and parallel with the common line between Lots 13 and 14, South $31^{\circ}15'04''$ East, 172.26 feet to a point in the northwesterly line of Beacon Hill Drive (50' R.O.W.), thence;
4. Along Beacon Hill Drive, and along an arc having a radius of 325.00 feet, curving to the right a distance of 20.00 feet to a point, thence;

5. Crossing Lot 13, and running 10 feet southwesterly of and parallel with the common line between Lots 13 and 14, North $31^{\circ}15'04''$ West, 170.42 feet to an angle point, thence;
6. Still across Lot 13 and continuing along the common line between Lots 23 and 22, North $41^{\circ}44'40''$ West, 242.37 feet to the point and place of beginning.

Containing: 0.191 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY
SANITARY SEWER EASEMENT "B"

OK AF
5/29/92

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

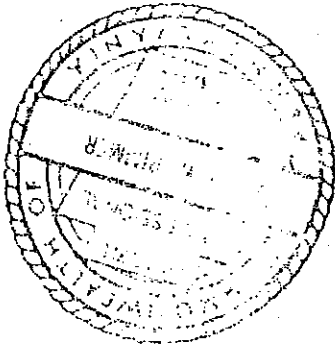
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Sanitary Sewer Easement 'B'" (being 20' wide) on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 3 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southerly line of the cul-de-sac of Morningside Drive (50' R.O.W.), said point being distant 10.07 feet easterly (as measured on an arc having a radius of 50.00 and curving to the left) from the intersection of said line of Morningside Drive with the common line between Lot 96 and Open Space "B" as shown on the above referenced plans, and from said point of beginning running, thence;

1. Crossing Lot 96, and running 10 feet easterly of and parallel with said common line between Lot 96 and Open Space "B" South $33^{\circ}06'11''$ East, 142.07 feet to a point, thence;
2. Still across Lot 96, and continuing across Lot 95, running 10 feet northerly of and parallel with the common line between Lot 96 and Open Space "B", North $63^{\circ}17'58''$ East, 145.70 feet to an angle point, thence;
3. Crossing Lots 95, 94 and 93, and a portion of open space B, North $46^{\circ}05'50''$ East, 329.59 feet to an angle point, thence;
4. Across Lots 93, 91 and 90 and running 10 feet northerly of and parallel with the common line between Lots 91 and 90 with Open Space "B", North $80^{\circ}50'09''$ East, 295.22 feet to an angle point, thence;

5. Crossing Open Space "B", North 15°09'28" West, 192.37 feet to a point in the southeasterly line of Nicole Drive (50' R.O.W.), thence;
6. Along said line of Nicole Drive, and along an arc having a radius of 375.00 feet curving to the left a distance of 20.71 feet to a point, thence;
7. Recrossing Open Space "B", South 15°09'28" East, 219.94 feet to an angle point, thence;
8. Still across Open Space "B" and running 10 feet southerly of and parallel with the common line of Lots 90 and 91 with Open Space "B", South 80°50'09" West, 311.18 feet to an angle point, thence;
9. Still across Open Space "B", South 46°05'50" West, 326.36 feet to an angle point, thence;
10. Across the same, and running 10 feet southerly of and parallel with the common line between Lot 96 and Open Space "B", South 63°17'58" West, 166.61 feet to an angle point, thence;
11. Still across the same and running 10 feet westerly of and parallel with the common line between Lot 96 and Open Space "B", North 33°06'11" West, 159.95 feet to a point in the aforementioned southerly line of Morningside Drive, thence;
12. Along said line of Morningside Drive, and along an arc having a radius of 50.00 feet, curving to the left a distance of 20.14 feet to the point and place of beginning.

Containing: 0.525 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY
SANITARY SEWER EASEMENT "C"
DUBLIN HUNT

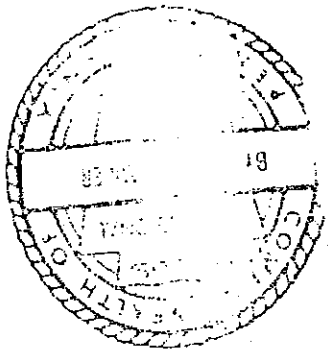
OK AF
5/29/92

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Sanitary Sewer Easement 'C'" (being 20' wide) on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 3 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the easterly line of the cul-de-sac of Overlook Circle (50' R.O.W) said point being distant 19.25 feet as measured on an arc having a radius of 50.00 feet and curving to the right from the intersection of said line of Overlook Circle with the common line between Lot 113 and Open Space "A" as shown on the above referenced plans and from said point running, thence;

1. Across Open Space "A", South 80°23'40" East, 216.66 feet to an angle point, thence;
2. Across Lot 113 and 111, running 20 feet northwesterly of and parallel with the southeasterly line of said lots, North 40°38'32" East, 124.87 feet to an angle point, thence;
3. Across Lots 111, 110, 109, 108, 107 and 106, running 20 feet northwesterly of and parallel with the southeasterly line of said lots, North 51°08'32" East, 603.02 feet to an angle point thence;
4. Across Lot 106 and Open Space "B", North 72°55'06" East, 242.71 feet to a point in the southwesterly line of the cul-de-sac of Morningside Drive (50' R.O.W.), thence;
5. Along the line of Morningside Drive and along an arc having a radius of 50.00 feet, curving to the left a distance of 23.49 feet to a point, thence;



6. Re-crossing Open Space "B", south 72°55'06" west, 250.76 feet to a point, thence;
7. Along the southeasterly line of Lots 107 through 111, south 51°08'32" west, 597.33 feet to an angle point, thence;
8. Continuing along the southeasterly line of Lots 111 and 113 and Open Space "A", south 40°38'32" west, 134.34 feet to a point, thence;
9. Crossing Open Space "A", North 80°23'40" west, 227.25 feet to a point in the aforementioned line of overlook circle, thence; along said line of overlook circle, and along an arc having a radius of 50.00 feet, curving to the left a distance of 20.15 feet to the point and place of beginning.

Containing: 0.550 acre of land, more or less.

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

SANITARY SEWER EASEMENTS "D" AND "K"

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All those certain parcels of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, shown as "Sanitary Sewer Easements 'D' and 'K'" (being 20' wide), on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania, prepared by Philip C. Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", dated March 27, 1986 and revised to November 19, 1986, said parcels being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Rapp Run Road (50' R.O.W.) being the intersection of the common line between Lot 148 and Open Space "A" with said line of Rapp Run Road, as shown on the above referenced plans, and from said point running, thence;

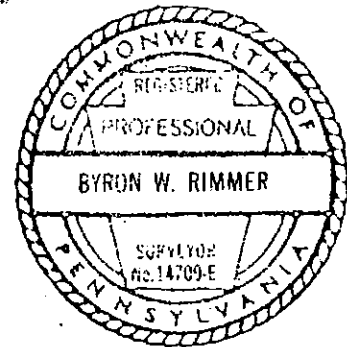
1. Along the southwesterly line of Lot 148, also being the northeasterly line of Open Space "A" South 49°51'28" East, 242.01 feet to an angle point, thence;
2. Crossing Lot 148 and continuing across Lot 114, running 10 feet northerly of and parallel with the southerly line of said lots, North 83°41'00" East, 377.34 feet to a point in the westerly line of the cul-de-sac of Overlook Circle, thence;
3. Along said line of Overlook Circle and along an arc having a radius of 50.00 feet, curving to the left a distance of 20.14 feet to a point, thence;
4. Crossing Open Space "A" and running 10 feet southerly of and parallel with the northerly line of Open Space "A", South 83°41'00" West, 349.96 feet to an angle point, thence;
5. Still across Open Space "A", South 39° 21'35" West, 462.67 feet to a point in the northeasterly line of lands now or formerly of John Gordon and Lydia K. McKale, thence;

OK

AF S/EA/AC

6. Along said lands, North 50°41'28" West, 24.83 feet to a point, thence;
7. Re-crossing Open Space "A", North 75°38'32" East, 8.16 feet to an angle point, thence;
8. Across the same, North 39°21'35" East, 430.31 feet to an angle point, thence
9. Across the same, North 49°51'28" West, 283.93 feet to a point in the southwesterly line of the aforementioned cul-de-sac of Rapp Run Road, thence;
10. Along said line of the road and along an arc having a radius of 50.00 feet and curving to the left a distance of 35.31 feet to the point and place of beginning.

Containing: 0.501 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

DESCRIPTION OF PROPERTY

SANITARY SEWER EASEMENT "E"

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

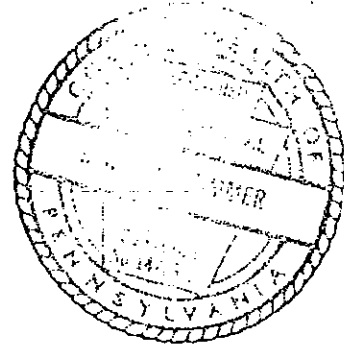
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, shown as "Sanitary Sewer Easement 'E'" (being 20' wide) on a plan entitled "Record Plan - Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery Township, Pennsylvania", prepared by Philip C. Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, also as shown on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the northeasterly line of Signal Hill Road, being the southeasterly corner of Lot 37 as shown on the above referenced maps, and from said point running, thence;

1. Along the southeasterly line of said Lot 37, North $24^{\circ}30'00''$ East, 194.03 feet to an angle point, corner to lands now or late of Herman and Anna Blair, thence;
2. Along lands of Blair, North $40^{\circ}02'44''$ East, 346.50 feet to a point, corner to lands now or late of Alfred, Vincent, and Richard Giuliani, thence;
3. Along said lands of Giuliani, and across Lot 63 as shown on the above referenced plans, North $49^{\circ}33'44''$ East, 254.96 feet to an angle point, thence;
4. Still across Lot 63, and continuing across Lot 64, North $40^{\circ}46'19''$ East, 207.12 feet to a point in the southwesterly line of Nicole Drive (50' R.O.W.), thence;
5. Along said line of Nicole Drive and along an arc having a radius of 1475.00 feet, curving to the right a distance of 20.05 feet to a point, thence;
6. Crossing Lots 64 and 63 on the above referenced maps, South $40^{\circ}46'19''$ West, 207.24 feet to an angle point, thence;

7. Crossing Lots 63, 62, and 61, South $49^{\circ}33'44''$ West, 254.83 feet to an angle point, thence;
8. Across Lots 61, 60, 59 and 39 as shown on the above referenced plans, South $40^{\circ}02'44''$ West, 342.11 feet to an angle point, thence;
9. Across Lot 39, South $24^{\circ}30'00''$ West, 191.89 feet to a point in the aforementioned line of Signal Hill Road, thence;
10. Along Signal Hill Road, and along an arc having a radius of 575.00 feet and curving to the right a distance of 20.01 feet to the point and palce of beginning.

Containing: 0.459 acres of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY
SANITARY SEWER EASEMENT "F"

OK AF
5/29/92

DUBLIN HUNT

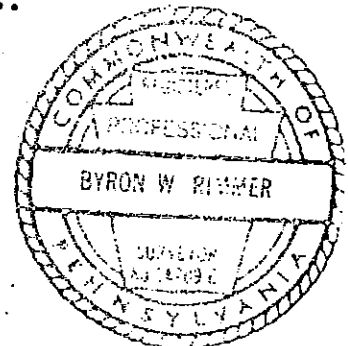
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania being shown as "Sanitary Sewer Easement 'F'" (being 20' wide) on a plan entitled "Record Plan - Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the northwesterly line of Castlewood Drive (50' R.O.W.), being the southwesterly corner of Lot 62 as shown on the above referenced plans, and from said point running, thence;

1. Along said line of Castlewood Drive, South $46^{\circ}15'00''$ West, 20.00 feet to a point, thence;
2. Crossing Lot 61 as shown on the above referenced plans, and running 20 feet southwesterly of and parallel with the common line of Lots 61 and 62, North $43^{\circ}45'00''$ West, 182.97 feet to a point in the southeasterly line of Sanitary Sewer Easement "E" as shown on said plans, thence;
3. Along said line of Sanitary Sewer Easement "E", North $49^{\circ}33'44''$ East, 20.03 feet to a point in the common line between Lots 61 and 62, thence;
4. Along said common line, South $43^{\circ}45'00''$ East, 181.82 feet to the point and place of beginning.

Containing 3,648 square feet of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY
COMBINATION SANITARY SEWER & STORM DRAINAGE

EASEMENT "G"

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, shown as "Combination Sanitary Sewer and Storm Drainage Easement 'G'" (being 30' wide) on a plan entitled "Record Plan - Sheet 1 of 4, Wolf Tract, Upper Dublin Township), Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, also as shown on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the northeasterly line of Beacon Hill Drive (50' R.O.W.), said point being distant 10.00 feet as measured on a bearing of North 65°30'00" West, from the southeasterly corner of Lot 3 as shown on the above referenced plans, and from said point running, thence;

1. Across Lot 3 and continuing across Lot 33, running 10 feet northwesterly of and parallel with the southeasterly line of said lots, North 24°30'00" East, 401.15 feet to a point in the southerly line of Signal Hill Road (50' R.O.W.), thence;
2. Along the line of Signal Hill Road, and along an arc having a radius of 625.00 feet and curving to the left a distance of 30.02 feet to a point, thence;
3. Crossing Lots 32 and 4 and running 20 feet southeasterly of and parallel with the northwesterly line of said lots, South 24°30'00" West, 400.05 feet to a point in the aforementioned line of Beacon Hill Drive, thence;

OK
AF
5/29/92

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

OK AF
5/29/92

DESCRIPTION OF PROPERTY

COMBINATION SANITARY SEWER AND STORM DRAINAGE EASEMENT "H"

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

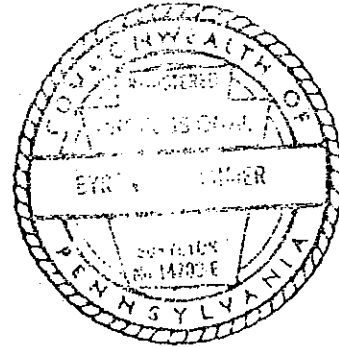
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Combination Sanitary Sewer and Storm Drainage Easement 'H' " (being 30' wide) on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania, prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986 and also as shown on a plan entitled "Easement Record Plan - Sheet 3 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the westerly line of Westwind Road (50' R.O.W.), said point being distant 15.00 feet southerly (as measured along an arc having a radius of 350.00 feet and curving to the left) from the intersection of said line of Westwind Way with the common line between Lots 155 and 154 as shown on the above referenced plans, and from said point of beginning running, thence;

1. Crossing Lot 154, and running parallel with and 15 feet southerly of the common line between Lots 154 and 155, North $69^{\circ}46'37''$ West, 208.99 feet to a point in the southeasterly line of Open Space "A", thence;
2. Along said line of Open Space "A", North $40^{\circ}08'32''$ East, 15.95 feet to an angle point, thence;
3. Along the same, North $36^{\circ}30'34''$ East, 15.63 feet to a point, thence;
4. Crossing Lot 155, and running parallel with and 15 feet northerly of the common line between Lots 154 and 155, South $69^{\circ}46'37''$ East, 199.17 feet to a point in the aforementioned line of Westwind Way, thence;

5. Along the line of Westwind Way, and along an arc having a radius of 350.00 feet, curving to the left a distance of 30.01 feet to the point and place of beginning.

Containing: 0.140 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY
SANITARY SEWER EASEMENT "J"

OK. A.F.
5/29/92

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

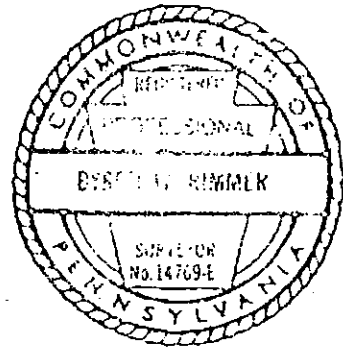
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Sanitary Sewer Easement 'J'" (being 20' wide) on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 3 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the northwesterly line of the cul-de-sac of Rapp Run Road (50' R.O.W.), said point being 16.69 feet southerly (as measured along an arc having a radius of 50.00 feet and curving to the left) from the intersection of said line of Rapp Run Road with the common line between Lot 149 and Open Space "A", as shown on the above-referenced plans, and from said point of beginning running, thence;

1. Across Open Space "A", North 47°52'44" West, 187.37 feet to a point in the southeasterly line of lands now or late of Harold H. and Anna K. Ruch, thence;
2. Along said line of Ruch, continuing along lands now or late of Omar P. Bounds, Jr. and Jean E. Bounds, and across Open Space "A", North 40°08'32" East, 648.72 feet to an angle point, thence;
3. Still across Open Space "A", South 69°46'37" East, 30.86 feet to a point in the northwesterly line of Lot 155, thence;
4. Along the line of Lot 155, South 36°30'34" West, 15.63 feet to a point, thence;
5. Along the northwesterly line of Lot 154, South 40°08'32" West, 5.32 feet to a point, thence;

6. Across Open Space "A", North $69^{\circ}46'37''$ West, 10.64 feet to an angle point, thence;
7. Still across Open Space "A", South $40^{\circ}08'32''$ West, 615.37 feet to a point, thence;
8. Crossing Open Space "A" and continuing across Lot 149, South $47^{\circ}52'44''$ East, 160.42 feet to a point in the aforementioned line of Rapp Run Road, thence;
9. Along said line of Rapp Run Road and along an arc having a radius of 50.00 feet, curving to the left a distance of 21.57 feet to the point and place of beginning.

Containing: 0.379 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY
STORM DRAINAGE EASEMENT # 1

OK AF
5/28/92

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Storm Drainage Easement #1" (being 20' wide) on a plan entitled "Record Plan - Sheet 1 of 4, Wolf tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southerly line of the cul-de-sac of Oakwood Drive (50' R.O.W), said point being distant 10.07 feet as measured on an arc having a radius of 50.00 feet and curving to the left from the intersection of the common line between Lots 24 and 23 (as shown on the above-referenced plans) with said line of Oakwood Drive, and from said point running, thence;

1. Crossing Lots 23 and 11, and running 10 feet southeasterly of and parallel with the common line between Lots 24 and 23, South $24^{\circ}59'23''$ West, 152.14 feet to an angle point, thence;
2. Crossing Lots 11 and 10, South $63^{\circ}45'07''$ West, 189.05 feet to a point in the northeasterly line of Beacon Hill Drive (50' R.O.W.), thence;
3. Along Beacon Hill Drive, North $65^{\circ}30'00''$ West, 25.83 feet to a point, thence;
4. Recrossing Lots 10, 11 and 24, North $63^{\circ}45'07''$ East, 198.36 feet to an angle point, thence;
5. Across Lot 24, and running 10 feet northwesterly of and parallel with the common line between Lots 24 and 23, North $24^{\circ}59'23''$ East, 145.10 feet to a point in the aforementioned line of Oakwood Drive, thence;

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

OK AF
5/29/92

STORM DRAINAGE EASEMENT # 2

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

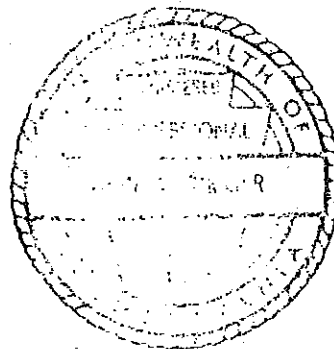
All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Storm Drainage Easement # 2" (being 20' wide) on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Lot 104 as shown on the above referenced plans, said point being distant 10.00 feet as measured on a bearing of North 24°30'00" East, from the southeasterly corner of Lot 104, said beginning point also being corner to Storm Drainage Easement # 3, and from said point running, thence;

1. Along the northerly line of Storm Drainage Easement # 3 and across Lot 104, North 65°30'00" West, 10.00 feet to a point, thence;
2. Still across Lot 104 and continuing across Lots 103 and 102 (running 10 feet northwesterly of and parallel with the southeasterly line of said lots) North 24°30'00" East, 241.09 feet to an angle point, thence;
3. Crossing Lots 102, 99 and 100, North 50°12'46" East, 209.94 feet to a point in the southwesterly line of Beacon Hill Drive (50' R.O.W.), thence;
4. Along the line of Beacon Hill Drive, South 65°30'00" East, 22.20 feet to a point, thence;
5. Across Lots 100, 99 and 98, South 50°12'46" West, 215.01 feet to an angle point, thence;
6. Crossing Lots 98 and 97 (running 10 feet southeasterly of and parallel with the northwesterly line of said lots), South 24°30'00" West, 208.50 feet to a point in the northeasterly line of Open Space "B", thence;

7. Along the line of Open Space "B", North 48°00'00" West, 10.49 feet to a point in the aforementioned southerly line of Lot 104, thence;
8. Along Lot 104, South 24°30'00" West, 31.18 feet to the point and place of beginning.

Containing: 0.200 acre of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

OK AF
5/29/92

DESCRIPTION OF PROPERTY

STORM DRAINAGE EASEMENT # 3

DUBLIN HUNT

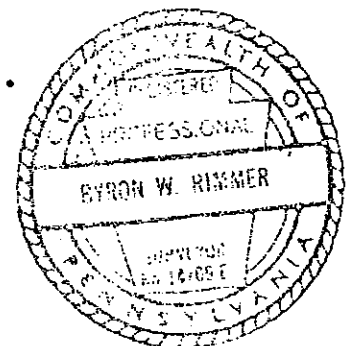
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Storm Drainage Easement # 3" (being 20' wide) on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Westwind Way (50' R.O.W.), said point being distant 10.00 feet as measured on a bearing of North 24°30'00" East, from the common line between Lots 105 and 104 as shown on the above-referenced plans, and from said point of beginning running, thence;

1. Crossing Lot 104 and running 10 feet northerly of and parallel with the common line between Lots 105 and 104, South 65°30'00" East, 200.00 feet to a point in the northwesterly line of Open Space "B", as shown on the above referenced maps, thence;
2. Along the line of Open Space "B", South 24°30'00" West, 20.00 feet to a point, thence;
3. Crossing Lot 105, and running 10 feet southerly of and parallel with the common line between Lot 105 and 104, North 65°30'00" West, 200.00 feet to a point in the aforementioned line of Westwind Way, thence;
4. Along Westwind Way, North 24°30'00" East, 20.00 feet to the point and place of beginning.

Containing 4,000 square feet of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

DRAINAGE EASEMENT # 4

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

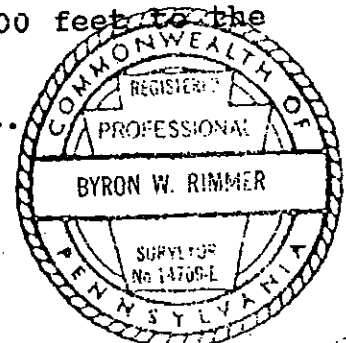
OK A.F.
3/16/92

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Drainage Easement # 4" (being 20' wide) on a plan entitled "Record Plan - Sheet 2 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated, March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 3 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Westwind Way (50' R.O.W.) being 10.00 feet as measured on a bearing of North $51^{\circ}08'32''$ East, from the intersection of same with the common line between Lots 108 and 107 as shown on the above referenced maps and from said point running, thence;

1. Crossing Lot 107 and running 10 feet northeasterly of and parallel with the common line between Lots 107 and 108 (and crossing Sanitary Sewer Easement "C"), South $38^{\circ}51'28''$ East, 200.00 feet to a point in the northwesterly line of Open Space "B" as shown on the above-referenced maps, thence;
2. Along Open Space "B", South $51^{\circ}08'32''$ West, 20.00 feet to a point, thence;
3. Crossing Sanitary Sewer Easement "C" and crossing Lot 108, running 10 feet southwesterly of and parallel with the common line between Lots 107 and 108, North $38^{\circ}51'28''$ West, 200.00 feet to a point in the aforementioned line of Westwind Way, thence;
4. Along Westwind Way, North $51^{\circ}08'32''$ East, 20.00 feet to the point and place of beginning.

Containing: 4,000 square feet of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
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DESCRIPTION OF PROPERTY
STORM DRAINAGE EASEMENT 5b

OK AF
5/29/92

DUBLIN HUNT

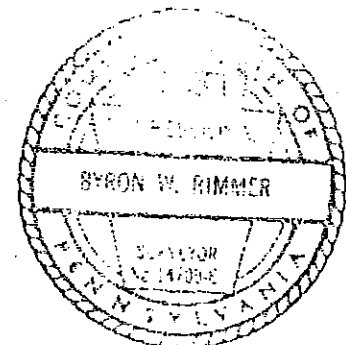
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania shown as Easement 5b on a plan entitled "Record Plan - Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 3 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southwesterly line of Beacon Hill Drive (50' R.O.W.), said point being distant 39.12 feet as measured on a bearing of North 43°45'00" West, from the northerly terminus of the arc having a radius of 15.00 feet connecting said line of Beacon Hill Drive with the northwesterly line of Castlewood Drive (50' R.O.W.), and from said point of beginning running, thence;

1. Crossing Lot 64 as shown on the above referenced plans, South 46°15'00" West, 25.00 feet to a point, thence;
2. Still across Lot 64, North 43°45'00" West, 60.00 feet to a point, thence;
3. Across the same, North 46°15'00" East, 25.00 feet to a point in the aforementioned line of Beacon Hill Drive, thence;
4. Along the line of Beacon Hill Drive, South 43°45'00" East, 60.00 feet to the point and place of beginning.

Containing: 1,500 square feet of land, more or less.



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

STORM DRAINAGE EASEMENT # 6

DUBLIN HUNT

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

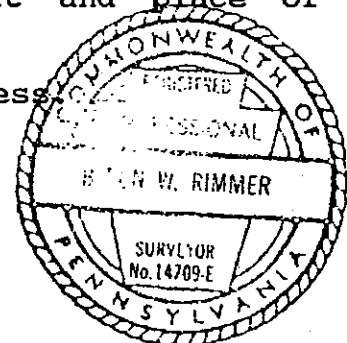
OK AF
5/29/94

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Storm Drainage Easement # 6" on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, and also as shown on a plan entitled "Easement Record Plan - Sheet 4 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip Kretschman, P.E., dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Dreshertown Road (L.R. 46091, 80' R.O.W.) at the northerly terminus of an arc having a radius of 25.00 feet connecting said line of Dreshertown Road with the northeasterly line of Beacon Hill Drive (50' R.O.W.) and from said point of beginning running, thence;

1. Along the line of Dreshertown Road, and along Lot 1 as shown on the above referenced plan, North $40^{\circ}10'00''$ East, 60.13 feet to a point, thence;
2. Crossing Lot 1, South $20^{\circ}29'36''$ West, 90.40 feet to a point in the aforementioned line of Beacon Hill Road, thence;
3. Along Beacon Hill Road, North $49^{\circ}50'00''$ West, 5.44 feet to a point of curvature, thence;
4. Along an arc having a radius of 25.00 feet, curving to the right a distance of 39.27 feet to the point and place of beginning.

Containing: 1,161 square feet of land, more or less



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222

DESCRIPTION OF PROPERTY

STREAM EASEMENT

DUBLIN HUNT

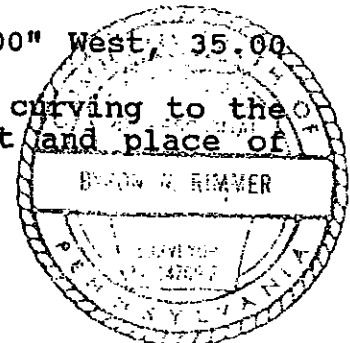
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania shown as "Stream Easement", on a plan entitled "Record Plan - Sheet 1 of 4, Wolf Tract, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Philip C. Kretschman, P.E. dated March 27, 1986 and revised to November 19, 1986, said easement being more particularly bounded and described as follows:

Beginning at a point in the southeastrly line of Dreshertown Road (L.R. 46091, 80' R.O.W.), being the northeasterly terminus of an arc having a radius of 25.00 feet connecting said line of Dreshertown Road with the northeasterly line of Beacon Hill Drive (50' R.O.W.), and from said point of beginning running, thence;

1. Along said line of Dreshertown Road, North 40°10'00" East, 692.20 feet to a point in the southwesterly line of lands now or late of Herman and Anna Blair, thence;
2. Along the line of Blair, South 51°02'46" East, 35.01 feet to a point, thence;
3. Crossing Lots 36,35 and 1 as shown on the above referenced plan, running parallel with and 35 feet southeasterly of the aforementioned line of Dreshertown Road, South 40°10'00" West, 529.90 feet to an angle point, thence;
4. Continuing across Lot 1, South 16°07'16" West, 202.99 feet to a point in the aforementioned line of Beacon Hill Drive, thence;
5. Along Beacon Hill Drive, and along an arc having a radius of 625.00 feet, curving to the right a distance of 57.79 feet to a point of tangency, thence;
6. Still along Beacon Hill Drive, North 49°50'00" West, 35.00 feet to a point of curvature, thence;
7. Along an arc having a radius of 25.00 feet, curving to the right a distance of 39.27 feet to the point and place of beginning.

Containing: 0.753 acre of land, more or less.



CLERK of COURTS
 NORRISTOWN, MONTGOMERY COUNTY, PA

119156

Date Aug 12 19 92

Defendant

Resolution # 1365

Case No.

Check 23540

Received from
(NAME)

Jenkins Tarquini + Jenkins

| | AMOUNT |
|---|--------------|
| <input type="checkbox"/> Bail (Specify) | |
| <input type="checkbox"/> County Fees | |
| <input type="checkbox"/> County Fines/Costs | |
| <input type="checkbox"/> Lab | |
| <input type="checkbox"/> BW | |
| <input type="checkbox"/> Add'l D.A. Costs | |
| <input type="checkbox"/> Drug/Alcohol | |
| <input type="checkbox"/> State Costs | |
| <input type="checkbox"/> State Fine | |
| <input type="checkbox"/> EMS | |
| <input type="checkbox"/> District Justice | |
| <input type="checkbox"/> Township Fines | |
| <input type="checkbox"/> Restitution | |
| <input type="checkbox"/> Refund | |
| <input type="checkbox"/> Other Fees (Specify) <u>Pvt. Det. Lic.</u> | <u>10.00</u> |
| <input type="checkbox"/> Short/Over | |
| <input type="checkbox"/> Pvt. Det. Lic. | |

CLERK

Tal Deal

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CUSTOMER COPY

AMERICAN BUSINESS FORMS, KING OF PRUSSIA, PA 19406

RESOLUTION NO. 1466

WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined;

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 5 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 14th day of July, 1992 at a regular stated meeting of the Board of Commissioners.

By: Richard P. Park President

Attest: Gregory M. Thomas Secretary

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on August 8, 1989, the Civil Service Commission hereby proposes the following amended regulations:

1. Article III. Applications, Section 306., General qualifications - Application for Patrol Sergeant, Detective Sergeant, Juvenile Sergeant and Lieutenant, as amended, shall be further amended as follows:

306. General Qualifications - Application for Patrol Sergeant, Detective Sergeant, Juvenile Sergeant, Lieutenant and Deputy Chief.

In addition to meeting the qualifications fixed for each applicant for a position in the Police Department, all applicants for the position of Patrol Sergeant, Detective Sergeant, Juvenile Sergeant, Lieutenant and Deputy Chief shall:

(a) have satisfactorily completed their basic training program for police officers and have graduated from a recognized police school, or possess a waiver for these requirements, and

(b) have demonstrated an ability to carry out orders from superiors as documented by immediate supervisors and the Chief of Police in written evaluations, and

(c) demonstrated a working knowledge of police science and administration as ascertained by a promotional examination prescribed by the civil service commission, and

(d) demonstrate an ability to deliver and supervise the work of subordinates, and,

(e) have received at least a grade of "satisfactory" on the latest service rating.

Also, each person applying for a specific posted position shall meet the appropriate additional qualification:

(1) have been continuously employed in police services as a sworn police officer for at least two (2) years as of the

(2) When promotional examinations are to be given, the Chief of Police, with the aid and recommendations of other supervisors and administrators of the Department being taken into consideration, shall submit, upon forms provided by the Commission, service rating of all candidates for promotion. The factors and methods of rating shall be the same for all police officers of the same grade and shall bear a fair relationship to the duties and responsibility of the police officers to be rated.

| Element | Passing Score | Weighting |
|---------------------------------|------------------|-----------|
| Step 1 Service Rating | - | 20% |
| Step 2 Written Examination | Ref: Section 704 | 30% |
| Step 3 Oral Examination | Ref: Section 704 | 50% |
| Step 4 Medical Examination | Ref: Article V | Pass/Fail |
| Step 5 Psychological Evaluation | Ref: Article V | Pass/Fail |

(1) The following parts comprise the examination process for the aforementioned position:

C. Examination for the Position of Deputy Chief.

2. Article VII. Examination Process, Section 702. Examinations for Police Positions, Subsection C. shall be added as follows:

- (2) have been continuously employed in police services at the rank of Detective for at least two (2) years as of application date to qualify for Detective Sergeant.
- (3) have been continuously employed in police services at the rank of Juvenile Officer for at least two (2) years as of application date to qualify for Juvenile Sergeant.
- (4) have been continuously employed in police services for at least four (4) years, two (2) of which have been spent at the rank of Sergeant, as of application date to qualify for Lieutenant.
- (5) have been continuously employed in the police services of Upper Dublin Township for at least five (5) years at the rank of Sergeant or five (5) years at the rank of Lieutenant and/or Sergeant and/or Lieutenant as of application date to qualify for Deputy Chief.

Approved by a majority of the Commission this _____ day of _____ 1992 at a regular stated meeting of the Commission.

RESOLUTION NO. 1467

WHEREAS, the Montgomery County Consortium of Communities will be operating an intermunicipal, cooperative project to evaluate the municipalities' physical facilities and programs for compliance with the Americans with Disabilities Act, and

WHEREAS, Upper Dublin Township wishes to participate in said intermunicipal, cooperative project, and


WHEREAS, the Pennsylvania Department of Community Affairs makes available grants-in-aid to such projects through the Council of Governments/Intermunicipal Projects Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby authorizes Plymouth Township to make application for such a grant on our behalf, and

BE IT FURTHER RESOLVED that the Board of Commissioners of Upper Dublin Township hereby allocates municipal resources in the amount not to exceed \$4,200 for said project.

Adopted this 11th day of August, 1992.

Signed:


Richard R. Rulon, President

Attest:


Gregory N. Klemick, Secretary

RESOLUTION NO. 1468

WHEREAS, the Montgomery County Consortium of Communities wishes to augment and upgrade the existing firearms training simulation program; and

WHEREAS, Firearms Training Systems Inc. has available system upgrades offering the latest developments of technology that can create simulated stress situations to develop and measure judgment in small arms shooting for police officers; and

WHEREAS, every municipality, by implementing the most up-to-date firearms training, can enhance the skill of the police officers and better protect itself from or defend itself against liability claims; and

WHEREAS, both the Managers and the Police Chiefs of several of the Communities have approved this system and consider it a valuable training tool and are interested in expanding the successful joint program; and

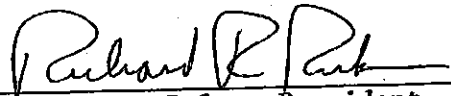
WHEREAS, the Pennsylvania Department of Community Affairs makes available grants-in-aid to such projects from the Council of Governments/Intermunicipal Projects Program,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby authorizes the application for such a grant by Upper Merion Township on behalf of participating municipalities of Montgomery County Consortium of Communities for improvements to the joint training program.

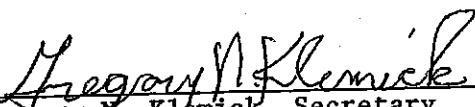
FURTHERMORE, BE IT RESOLVED that Upper Dublin Township agrees to participate with the Montgomery County Consortium of Communities in the administration and costs of the grant and to consider further participation in the Project once the results of the grant application are made known.

ADOPTED this 11th day of August, 1992.

Signed:


Richard R. Rulon, President

Attest:


Gregory N. Klemick, Secretary

RESOLUTION NO. 1469

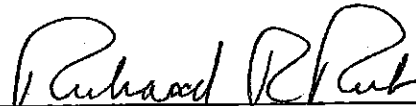
AND NOW, this 11th day of August, 1992, the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, being desirous of obtaining reimbursement of monies for expenses incurred for Officer James A. Governa, pursuant to the training provisions of the Municipal Police Officers' Education and Training Act, Act 120 of 1974, hereby enacts the following RESOLUTION:

BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, and it is hereby resolved by the authority of same that the Commissioners of Upper Dublin Township 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.

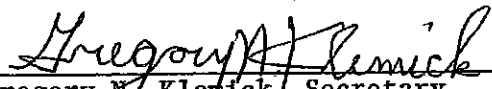
IN WITNESS WHEREOF the Township of Upper Dublin hereby authorizes the execution and attestation of the Resolution and the date first above written.

ADOPTED this 11th day of August, 1992.

By:


Richard R. Rulon, President

Attest:


Gregory A. Klemick, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1470

RESOLUTION TO ENTER INTO DELAWARE AVENUE BRIDGE AGREEMENT

WHEREAS, Upper Dublin Township has agreed to undertake the design, acquisition of right-of-way, and construction of the Delaware Avenue Bridge over a branch of the Sandy Run Creek in accordance with policies, procedures and specifications prepared and/or approved by the Commonwealth; and

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania pursuant to Act 1986-100, has appropriated funds for removal, rehabilitation or replacement of bridges; and

WHEREAS, Upper Dublin Township is to receive an eighty percent (80%) reimbursement to a maximum of \$20,000 in funds for the design portion of the removal, rehabilitation or replacement of the Delaware Avenue Bridge over a branch of the Sandy Run Creek; and

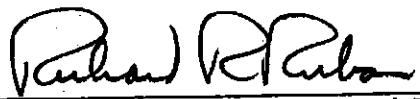
WHEREAS, it is necessary for Upper Dublin Township and the Commonwealth of Pennsylvania Department of Transportation to enter into an agreement to outline their responsibilities; and

WHEREAS, the Pennsylvania Department of Transportation has provided the Upper Dublin Township Engineer with five copies of its reimbursable Agreement No. 064419;

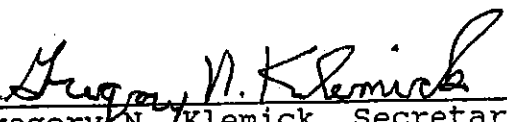
BE IT RESOLVED, that the Township of Upper Dublin enter into PennDot Agreement No. 064419 for the uses and purposes set forth above.

RESOLVED, this eighth day of September, 1992, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President
Board of Commissioners

ATTEST:


Gregory N. Klemick, Secretary

(b) The MUNICIPALITY will secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the project, including the responsibility of the preparation or revision of environmental reports or other documents such as environmental impact statements, required by law and/or environmental litigation; and the defense of environmental litigation resulting from the planning, design and/or construction of the project.

No. 408.

(a) The MUNICIPALITY, with its own forces or by contract, will design the project. The design will be in accordance with policies, procedures and specifications prepared or approved by the COMMONWEALTH, including, but not limited to, the provisions of PDI publication No. 70, the current COMMONWEALTH Design Manuals; Department Policy Letters; the COMMONWEALTH Bureau of Design Specifications for Consultant Agreements, Form 442, Division I; and the current COMMONWEALTH Highway Specifications, publication No. 408.

2. DESIGN

(a) The MUNICIPALITY will undertake the design, acquisition of right-of-way, and construction of the Delaware Avenue bridge over a branch of Sandy Run (the Project) in accordance with policies, procedures and specifications prepared and/or approved by the COMMONWEALTH, and with the conditions of this Agreement. The Project cost estimate is attached as Exhibit "A" and made a part of this Agreement.

1. GENERAL PROVISIONS

The MUNICIPALITY will arrange for any necessary relocation or readjustment for all utility facilities and notify each utility company to relocate any affected facilities to accommodate the construction of the project. These arrangements will be made in accordance with COMMONWEALTH requirements under the guidance of the COMMONWEALTH. In the event any utility relocation costs to be incurred by the affected utilities are claimed to be reimbursable to the utility by the MUNICIPALITY under state or local laws in existence as of January 1, 1982, the MUNICIPALITY will furnish to the COMMONWEALTH a detailed cost estimate prepared by the utility and documentation justifying the MUNICIPALITY's legal obligation to reimburse the utility for utility relocation costs actually incurred by the utility. The COMMONWEALTH, after review and approval of the cost estimates and documentation, will draft the necessary reimbursement agreement to be entered into between the MUNICIPALITY and the utility. The COMMONWEALTH will submit the agreement to the MUNICIPALITY for execution by the parties.

(b) Where the existing utility facilities are owned or operated by the MUNICIPALITY, the MUNICIPALITY shall prepare the standard Memorandum of Understanding provided by the COMMONWEALTH which shall be submitted in addition to the above documentation.

(c) Prior to advertising the project for letting, the MUNICIPALITY will furnish, on forms provided by the COMMONWEALTH, a utility clearance Assurance Statement attesting that all arrangements have been made for the relocation of all known

3. UTILITY CONSIDERATIONS

The MUNICIPALITY shall insure that all right-of-way necessary for each project shall be acquired in accordance with all

5. RIGHT-OF-WAY ACQUISITION

required for the construction and completion of the project.

the Pennsylvania Public Utility Commission (COMMISSION) as are

The MUNICIPALITY, as necessary, will make such applications to

4. APPLICATION TO PENNSYLVANIA PUBLIC UTILITY COMMISSION

conditions.

incurred by the utility in restoring its system to normal operating

notification of said abandonment, plus any additional expenses

indirect cost and expense of work actually completed at the time of

and expense, to reimburse the utility for its actual and related

relocation work, the MUNICIPALITY hereby agrees, at its sole cost

any utility has been authorized to proceed with its utility

(e) In the event the MUNICIPALITY abandons the project after

(FHWA Policy and Procedure Memorandum 30-4.1).

(FHPM) Volume 6, Chapter 6, Section 3, and all amendments thereto

with the provisions of the Federal-Aid Highway Program Manual

of a federally-aided highway will be accommodated in accordance

transferred to or remaining at a location within the right-of-way

(d) The MUNICIPALITY agrees that all utility facilities

will not impede project construction.

the utilities for the relocation of facilities, in a manner that

be supported by a description of the written arrangements made with

utility facilities affected by the project. This statement will

bid documents must be reviewed and approved by the COMMONWEALTH
authorization to advertise for bids. Any addenda to the approved
review and satisfactory resolution of any comments, shall issue an
Clearance Assurance Statement, and completion of the P.S. & E.

Right-of-Way Certification (if applicable), approval of a utility
upon completion. The COMMONWEALTH, after approval of a
shall be submitted to the COMMONWEALTH for review and approval,
(b) All required bid documents prepared by the MUNICIPALITY

state and federal laws and requirements of PD Publication No. 9.
attached hereto. All work shall be in conformance with applicable
The essential documents to be prepared are listed in Exhibit "C"
(P.S.&E.), and bid proposal documents required to bid the project.

including preparation of all plans, specifications, estimates
be responsible for all work involved with contract development
(a) The MUNICIPALITY will, by contract or with its own forces

7. CONTRACT DEVELOPMENT

the COMMONWEALTH.
1986-100 will be borne and provided for by the MUNICIPALITY and not
any costs incurred in excess of those costs eligible under Act
the Project, or portion thereof, and that all funds needed to pay
it has on hand sufficient funds to meet all of its obligations for
The MUNICIPALITY, by executing this Agreement, certifies that

6. AVAILABILITY OF MUNICIPAL FUNDS

this Agreement.
are set forth in Exhibit B which is attached and made a part of
applicable federal and state laws, policies and procedures which

10. PAYMENT PROCEDURES AND RESPONSIBILITIES (NON-FEDERAL AID)

(a) The MUNICIPALITY will submit to the COMMONWEALTH, within seven (7) days of the established estimate dates, through the COMMONWEALTH'S local Engineering District Office, certified periodic (maximum of 2 per month) invoices for:

conformance with COMMONWEALTH requirements.

monitor and oversee the construction inspection to insure specifications, Publication No. 408. The COMMONWEALTH will including, but not limited to, COMMONWEALTH'S Highway work in accordance with the approved plans and specifications provide staff to adequately inspect and supervise all construction The MUNICIPALITY will, with its own forces or by contract,

9. CONSTRUCTION INSPECTION

approved by the COMMONWEALTH.

letting and award procedure if it has procedures which have been issue the notice to proceed. The MUNICIPALITY may handle the laws. The MUNICIPALITY will enter into the contract and shall of the MUNICIPALITY in accordance with applicable state and federal for bids, open bids and award the construction contract in the name The COMMONWEALTH, except as set forth below, will advertise

8. LETTING AND AWARD

prequalified by the COMMONWEALTH.

(c) All bid documents will require that the contractor is proposed bid opening.

shall be no later than seven (7) calendar days before the prior to issuance to prospective bidders. Issuance of addenda

(1) Allowable costs for work performed by MUNICIPALITY'S forces on the Project.

(2) Work performed on the Project by the MUNICIPALITY'S consultant or contractor.

(3) Allowable costs incurred in the acquisition of right-of-way.

(b) The COMMONWEALTH will pay the MUNICIPALITY for all but the MUNICIPALITY'S share of the Project costs to the extent of eighty (80) (%) percentage up to a maximum of twenty thousand (\$20,000.00) for design, right-of-way acquisition, allowable utility relocation and construction costs. (Refer to Exhibit A)

(c) The MUNICIPALITY shall pay both the COMMONWEALTH and MUNICIPALITY shares to its consultant or contractor within ten (10) calendar days of the date on the COMMONWEALTH'S check. The MUNICIPALITY shall, as part of its record-keeping obligation, maintain records of receipt and payment of such funds. Failure to comply with this subparagraph shall be a default for purposes of Paragraph 16 and the COMMONWEALTH shall have the further right to unilaterally change payment procedures to a reimbursement basis.

(d) The MUNICIPALITY shall be responsible for costs not reimbursed by the COMMONWEALTH with Federal and/or State funds, including, but not limited to, any and all costs relating to or resulting from changes made to the approved plans and/or specifications, time delays and extensions of time or termination of construction work, interest for late payments, unforeseen right-of-way and other property damages and costs

11. RAILROAD AND PUBLIC UTILITY COMMISSION INVOLVEMENT

In the event the Project is a rail-highway crossing under the jurisdiction of the Public Utility Commission (PUC) the COMMONWEALTH and MUNICIPALITY agree to the following:

- is set forth in Exhibit A.
- costs incurred for such services. The estimated cost of services the MUNICIPALITY shall directly reimburse the COMMONWEALTH for its but not limited to, all required liaison and supervisory efforts, (f) For that work performed by the COMMONWEALTH including, increase the maximum amount of reimbursement in (b) above.
- approval by the COMMONWEALTH, however, shall not be authority to at the MUNICIPALITY's own risk, cost and expense. Any such furnished without such written approval first being given shall be in writing by the COMMONWEALTH. Any such work done or material such additional or extra work or materials have been first approved specifications, will be reimbursed by the COMMONWEALTH unless not specifically provided for in the approved plans and (e) No additional or extra work done or materials furnished, and/or construction of the project.
- but which are directly related to or caused by the planning, design utility relocation, construction, right-of-way acquisition costs, costs and expenses not included in the said estimates of design, environmental litigation and reports, and all other unforeseen unforeseen utility relocation costs, unforeseen costs for the project and/or the construction of the improvements, for resulting from the acquisition and/or condemnation of lands for

(a) Any costs contributed voluntarily by a railroad or allocated to the railroad by the PUC to help defray the cost of the Project shall be applied to the MUNICIPALITY's share of the project cost. If said railroad share exceeds the MUNICIPALITY's share, the excess shall be applied to the COMMONWEALTH's share.

12. RECORDS

The MUNICIPALITY and its consultants and/or contractors shall maintain all books, documents, papers, records, supporting cost proposals, accounting records, employee's time cards, payroll records and other evidence pertaining to costs incurred in the project and shall make such materials available at all reasonable times during the contract period and for seven (7) years after date of final payment to the consultant or contractor, for inspection and/or audit by the COMMONWEALTH, or any other authorized representatives of the State Government and copies thereof shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the project as well as the time of any personnel included in the computation of overhead costs. In addition, a complete record of time shall be kept for personnel assigned part-time to the project. A record of time limited to only their work on this project will not be acceptable.

13. ABANDONMENT OR POSTPONEMENT OF PROJECT

(a) In the event the Project is abandoned or indefinitely postponed by the MUNICIPALITY, the MUNICIPALITY may terminate this Agreement by sending to the COMMONWEALTH a thirty-day written

(c) This Agreement is without prejudice to the right of the

result in the loss of future state funds.

MUNICIPALITY to fulfill its maintenance responsibilities may

(b) It is understood and agreed that failure by the

for the described maintenance program.

certifies that it will make available sufficient funds to provide

implementation of emergency repairs. The MUNICIPALITY hereby

record-keeping system; and means to handle the notification and

inspections; appropriate preventive maintenance; a systematic

maintenance program shall include, but not be limited to, periodic

and operation consistent with original design standards. This

established to insure an acceptable level of physical integrity

this Agreement. A formalized maintenance program shall be

cost and expense, all of the completed improvements financed under

(a) The MUNICIPALITY will operate and maintain, at its sole

14. MAINTENANCE AND OPERATION OF THE FACILITY

Paragraph 16 below.

the time period set forth above shall constitute a default under

(b) Failure of the MUNICIPALITY to make reimbursement within

termination.

COMMONWEALTH under this Agreement prior to receipt of notice of

construction and all costs other than design costs incurred by the

MUNICIPALITY for right-of-way acquisition, utility relocations and

the COMMONWEALTH, in a amount equal to all funds received by the

COMMONWEALTH within forty-five days of receipt of a statement from

notice of termination. The MUNICIPALITY shall reimburse the

MUNICIPALITY to receive reimbursement for such maintenance costs from any railroad, or party other than the COMMONWEALTH, if so ordered by the Public Utility Commission (PUC), where a rail-highway crossing bridge is under the jurisdiction of the PUC.

15. SAVE HARMLESS

The MUNICIPALITY shall indemnify, save harmless and defend (if requested) the COMMONWEALTH, the Pennsylvania Department of Transportation, their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from the MUNICIPALITY and/or MUNICIPALITY's consultant and/or contractor(s), their officers, agents and employees, as a result of the design, right-of-way acquisition utility relocation, construction and/or maintenance of the said improvements, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the said MUNICIPALITY and/or MUNICIPALITY's consultant and/or contractor's, their officers, agents and employees, during the performance of said work or thereafter, or to any other cause whatever.

16. DEFAULT CLAUSE

If the MUNICIPALITY shall fail to perform any of the terms, conditions and provisions of this Agreement, including, but not limited to, any default of payment for a period of forty-five days, the MUNICIPALITY authorizes the COMMONWEALTH to withhold so much of

Agreement.

clause which is attached as Exhibit D and made a part of this the conditions set forth in the COMMONWEALTH non-discrimination and reporting provisions. The MUNICIPALITY agrees to comply with opportunity, Non-discrimination, Anti-solicitation, information requirements relating to Labor Standards, Equal Employment orders and approvals, including specifically the procedures and to all applicable Federal and State laws, rules, regulations, of the work and procedure in general, will at all times conform relocation work, right-of-way acquisition procedure, acceptance specifications, estimates of cost, construction, utility in its contracts for the project, that all design, plans, The parties agree, and the MUNICIPALITY shall also provide

18. REQUIRED CONTRACT PROVISION

any claim or counterclaim in which the COMMONWEALTH is a party. of other parties, when necessary for a complete determination of from contracts and the power to order the interpleader or impleader shall have jurisdiction of claims against the COMMONWEALTH arising (No. 260), which provides, in substance, that the Board of Claims (P.L. 728, No. 193), as amended by Act of October 5, 1978 The MUNICIPALITY agrees to be bound by the Act of May 20, 1937

17. ARBITRATION CLAUSE

such funds, or portions thereof, to remedy such default. authorize the COMMONWEALTH to withhold such amount and to apply in full for all costs due hereunder, and does hereby and herewith necessary to complete the project or reimburse the COMMONWEALTH the MUNICIPALITY's Liquid Fuel Tax Fund allocation as may be

The MUNICIPALITY and its consultants/contractors agree to abide by the conditions set forth in the COMMONWEALTH Contractor Integrity Provisions which are attached as Exhibit E and made a part of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the date first above written.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Deputy Secretary of Transportation DATE

(SEAL)

ATTEST:

MUNICIPALITY

Gregory N. Lemick
Title: Manager

X Richard R. Put 9-8-92
Title: Pres. Bd. of Commis. DATE

(SEAL)

APPROVED AS TO LEGALITY AND FORM

PRELIMINARILY APPROVED

Chief Counsel DATE

RECORDED NO _____

Deputy Attorney General DATE

CERTIFIED FUNDS AVAILABLE UNDER ACTIVITY PROGRAM _____

SYMBOL _____

AMOUNT _____

BY _____
Signature DATE

APPROVED FOR OFFICE OF THE BUDGET

BY _____
Signature DATE

PROCEDURES
FOR
RIGHT-OF-WAY ACQUISITION BY THE COMMONWEALTH
FOR
THE MUNICIPALITY

a. The COMMONWEALTH, subject to the terms herein stated will acquire for the MUNICIPALITY and its name, all necessary right-of-way by gift, agreement, and/or purchase. The MUNICIPALITY will acquire all necessary right-of-way which can be obtained only by condemnation.

b. COMMONWEALTH will, in all acquisitions of right-of-way, subject to reimbursement from FHWA and MUNICIPALITY, in amounts and at intervals determined by COMMONWEALTH, perform the following:

- (1) Preparation of title reports;
- (2) Preparation of initial appraisals;
- (3) Review of appraisals by District Office and Central Office (if necessary);
- (4) Securing of MUNICIPALITY approval of appraisals and offers based on appraisals.
- (5) Conduct of negotiations with affected property owners;
- (6) Preparation of Declarations of Taking, except as herein provided;

c. The MUNICIPALITY shall have the responsibility, except as herein provided, for the initial payment of all claims, whether by amicable acquisition, by the COMMONWEALTH in name of the MUNICIPALITY, settlement or litigation. At no time under no conditions shall the COMMONWEALTH be

- responsible for payment of any claims and/or acquisitions.
- d. The MUNICIPALITY shall be responsible for the conduct of, and all costs incidental to, any litigation which may result from the acquisition of right-of-way or challenge to the acquisition. Such costs shall include, but not be limited to payment of claims, witness fees, counsel fees, fees for appraisers and engineers, fees for photographs, fees for transcripts before a Board of View and/or Court of Common Pleas, and all costs, including printing cost, in case of appeal to an Appellate Court. It is further agreed that the COMMONWEALTH may, upon request, render advice to legal counsel for the MUNICIPALITY on questions pertaining to litigation at the Viewers, Trail, and/or Appellate levels.
- e. The COMMONWEALTH will, with funds allocated to it by the FHWA, reimburse the MUNICIPALITY for the Federal share of the right-of-way costs incurred by the MUNICIPALITY. However, no reimbursement for right-of-way shall be made for any items which are not compensable under the Eminent Domain Code of 1964, Act of June 22, 1964, P.L. 84, as amended, or pursuant to Appellate Court or Agreement between the COMMONWEALTH and MUNICIPALITY.
- f. The MUNICIPALITY shall reimburse the COMMONWEALTH for all costs incurred by the COMMONWEALTH not eligible for Federal-aid participation pursuant to performance of its obligations under subparagraph b.

g. Reimbursement by the COMMONWEALTH to the MUNICIPALITY shall be further conditioned upon the following terms for determining an acquisition price for the property to be acquired:

(1) In the event any parcel or property is to be acquired prior to a Court of Common Pleas Verdict, an agreement for acquisition shall be executed only after the MUNICIPALITY and the COMMONWEALTH have agreed in writing on the acquisition price, including all items of damage.

(2) In the event the demands of time require (e.g., at a pre-trial conference or at trial), the MUNICIPALITY and the COMMONWEALTH may agree orally, provided that such agreement shall be confirmed in writing immediately thereafter,

(3) In no event shall the acquisition price exceed the amount of Court verdict, plus applicable detention damages and other items of special damage; unless the COMMONWEALTH and the MUNICIPALITY shall have first agreed in writing.

(4) The MUNICIPALITY agrees to notify the COMMONWEALTH promptly of all Board of View Awards and Verdicts of the Court of Common Pleas. The parties agree that appeal will be taken from any award or judgment whenever either party hereto deems it necessary or advisable.

h. The terms, "right-of-way costs" and "other property

damages", as used in this agreement shall include, but shall not be limited to, consequential damages, damages from de facto or inverse takings, special damages for displacement, damages for the preemption, destruction, alteration, blocking and diversion of drainage facilities, and any other damages which may be claimed or awarded under the Eminent Domain Code; the State Highway Law; whether awarded or entered against the COMMONWEALTH and/or the MUNICIPALITY.

(i) Prior to advertisement for the receipt of bids, the MUNICIPALITY will submit a Right-of-Way Certificate to the COMMONWEALTH for FHWA approval.

EXHIBIT "C"

PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

A. Plans and Estimates

Title Sheet (for signatures)
 All Original Plan Sheets
 Engineer's Estimate (D-407)
 Federal Estimate
 Trainee Calculation

B. Bid Proposal and Specifications (to prospective bidders)
 Standard Proposal/Contract Documents

Proposal Cover Sheet
 Bidder's Understanding of Conditions Applicable to Proposal
 Bid Proposal Guaranty Bond
 Bidder Certification of Pre-Qualification, Classification and Work
 Capacity
 List of Subcontractors
 Statement of Joint Venture Participation
 Affirmative Action Certification
 Signatures (Three Pages)

Special Provisions

Pre-Bid Conference
 Award of Contract
 Anticipated Notice to Proceed Date
 Minority Business Enterprise Program
 Equal Employment Opportunity Reporting Requirements
 Affirmative Action Requirements Equal Employment Opportunity
 Sworn Affidavit
 Act 287
 Act 247
 Air Pollution Control
 Trainees
 Utilities
 Specifications
 General Contract Conditions

Attachments

D-476 - Distribution of Contract Time
 Notice
 Prevailing Minimum Wage
 PR-47 (only required for projects over \$500,000)
 F.A.R. - C.A. Required Contract Provisions Federal Aid Construction
 Contracts
 Notices To Prospective Federal-Aid Construction Contractor
 Special Supplement - Anti-Pollution Measures
 Commonwealth Non-Discrimination Clause

**COMMONWEALTH HEALTH NONDISCRIMINATION CLAUSE
(All Contracts)**



EXHIBIT "D"

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training pro-

gram or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

(FIRM NAME)

BY _____

SIGNATURE AND TITLE

DATE



COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. **Consent** means written permission signed by a duly authorized officer or employe of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officer, partners, managers, key employes, and owners of more than a 5% interest.

d. **Financial Interest** means:

(1) ownership of more than a 5% interest in any business; or

(2) holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management.

e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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HER/nh
#7635
6/17/92

RESOLUTION NO. 1471

WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined;

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 6 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 8th day of September, 1992 at a regular stated meeting of the Board of Commissioners.

By: _____
President

(original not found)

Attest: _____
Secretary

AMENDMENT NO. 6

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on August 8, 1989, the Civil Service Commission hereby proposes the following amended regulations:

1. Article VII. Examination Process, Section 702. Examinations for Police Positions., shall be amended in its entirety as follows:

702. Examinations for Police Positions.

It shall be noted that Section 310. (Rejection of Applicant: Hearing) of these rules and regulations is particularly applicable to this Section and subsequent subsections.

A. Examination for the Position of Police Officer:

(1) The following parts shall comprise the examination process for the position of police officer:

| | <u>Element</u> | <u>Passing Score</u> | <u>Weighting</u> |
|--------|---|---------------------------|------------------|
| Step 1 | Written Examination | Ref: Section 704 | 60% |
| Step 2 | Oral Examination (Top twenty (20) Ranking Candidates) | Ref: Section 704 | 40% |
| Step 3 | Physical Agility Test | Ref: Section 702(A)(3) | Pass/Fail |
| Step 4 | Background Investigation | Ref: Section 307 | Pass/Fail |
| Step 5 | Polygraph Test | Ref: Article VI | Pass/Fail |
| Step 6 | Medical Examination | Ref: Article V | Pass/Fail |
| Step 7 | Psychological Evaluation | Ref: Article V | Pass/Fail |

(2) Upon completion of the written examination by

qualified applicants and following the determination of scores, it may be determined that the number of persons receiving passing grades is too large to facilitate conducting oral interviews for every such person. In such cases, the Civil Service Commission may select the top twenty (20) persons for further processing, while placing all persons qualifying with a passing score on an eligibility list for future consideration.

(3) Upon completion of the written and oral examinations by qualified applicants and following the determination of scores, those applicants having been selected for further processing and passing both the written and oral examinations shall meet the following physical agility testing standards:

PHYSICAL AGILITY TEST

INSTRUCTIONS:

This test has been designed to determine whether candidates have the minimal physical abilities required to handle situations often encountered in police work. This is a pass-fail test and will not affect your rank on the final list. Failure to meet one of the minimums will not be cause of rejection, but failing two (2) tests will.

TEST 1: WEIGHT CARRY

Police officers are often the first to arrive on the scene of fires, accidents, and natural disasters. At times victims are immobilized by injury and must be carried out of immediate danger.

Candidates will be required to carry a one hundred (100) pound weight a distance of twenty-five (25) yards in no more than fifty (50) seconds.

TEST 2: HIGH JUMP

Police officers are often involved in foot chases of suspects and at times encounter obstacles which must be cleared.

Candidates will be permitted a twenty (20) foot run and are obliged to clear three (3) feet without touching or moving the horizontal rope or pole. Candidates are permitted three (3) tries before being failed in this event.

TEST 3: QUARTER MILE RUN

Police officers often find it necessary to run after fleeing suspects.

Candidates are required to run 1/4 mile (1,320 feet) in no more than one hundred (100) seconds to pass this test.

TEST 4: HIGH WALL

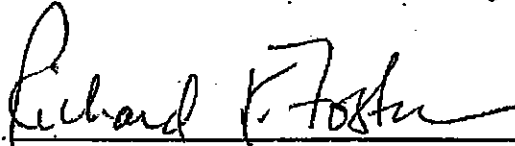
Police officers are at times called upon to search through rough terrain and abandoned buildings for escaped criminals and lost children.

Candidates must cross over the top of a six (6) foot high wall in no more than three (3) tries to pass this test. The candidate may use any method to get over the wall without aid of a stepping device such as a chair, box, etc. Typically a gymnastic horse covered with a mat would be adequate.

Approved by a majority of the Commission this 15th day of July 1992 at a regular stated meeting of the Commission.



Herbert Charles Craft



Richard K. Foster

Not Present

Kenneth J. Cooper

HERBERT F. RUBENSTEIN
ATTORNEY AT LAW
SUITE 107
25 WEST SKIPPACK PIKE
BROAD AXE, PENNSYLVANIA 19002-5152

HERBERT F. RUBENSTEIN
EMELINE L. K. DIENER

TELEPHONE 215-628-4044
TELEFAX 215-628-9008

July 17, 1992

Gregory N. Klemick, Township Manager
Upper Dublin Township Municipal Bldg.
801 Loch Alsh Avenue
Fort Washington, PA 19034

Re: File No. 7635 - Upper Dublin Township
Civil Service Commission - General
File

Dear Greg:

Enclosed is Amendment No. 6 to the Rules and Regulations for the Civil Service Commission adopted at a public meeting on July 15, 1992, together with a Resolution for further action by the Township Commissioners.

Very truly yours,



Herbert F. Rubenstein

HFR/bcs
Enclosures

cc: Commission Members

Ba 1

9-8-92

Mr. Specter's review letter of August 17, 1992 with the following changes: (1) listed on the plan under General Note 8, there will be sufficient information to provide for reserved parking and storm water management when deemed necessary by the Fire Marshal; and (2) that 16 additional trees be added to the plan. The approval by the Board of Commissioners is subject to the applicant's approval of the language to be added to the plan by Mr. Specter in conjunction with the solicitor's office. If the applicant does not approve, the plan will be turned down.

VOTE ON MOTION

ALL YES

MOTION CARRIED

Consider action on a Resolution re: Reimbursement Agreement with PennDOT for Work on the Delaware Avenue Bridge:

Mr. Bolig motioned, with Mr. Pesavento seconding, to approve Resolution No. 1470 whereby the Township will enter into a Reimbursement Agreement with PennDOT for work on the Delaware Avenue Bridge.

VOTE ON MOTION

ALL YES

MOTION CARRIED

Tab D-1, Tab D-2 and Tab D-3 - Consider action on Resolutions re: A Sanitary Sewer Moratorium at the Abington Sewer Treatment Plant, the Ambler Sewer Treatment Plant and the Upper Dublin Wastewater Treatment Plant:

Mrs. Herold motioned, with Mr. Pesavento seconding, to defer action on Tab D-1, Tab D-2 and Tab D-3 until the September Planning and Environment Committee Meeting to allow a study of the underlying information. The Planning and Environment Committee will have the power to enact or reject the three resolutions.

VOTE ON MOTION

ALL YES

MOTION CARRIED

Tab F - Consider action on a Resolution re: An Amendment to the Civil Service Rules & Regulations (Examinations for Police Positions):

Mr. Bolig motioned, with Mrs. Herold seconding, to approve Resolution 1471 providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined as follows:

TEST 1: WEIGHT CARRY:

Police officers are often the first to arrive on the scene of fires, accidents, and natural disasters. At times victims are immobilized by injury and must be carried out of immediate danger.

Candidates will be required to carry a one hundred (100) pound weight a distance of twenty-five (25) yards in no more than fifty (50) seconds.

TEST 2: HIGH JUMP:

Police officers are often involved in foot chases of suspects and at times encounter obstacles which must be cleared.

Candidates will be permitted a twenty (20) foot run and are obliged to clear three (3) feet without touching or moving the horizontal rope or pole. Candidates are permitted three (3) tries before being failed in this event.

TEST 3: QUARTER MILE RUN:

Police officers often find it necessary to run after fleeing suspects.

Candidates are required to run 1/4 mile (1,320 feet) in no more than one hundred (100) seconds to pass this test.

TEST 4: HIGH WALL

Police officers are at times called upon to search through rough terrain and abandoned buildings for escaped criminals and lost children.

Candidates must cross over the top of a six (6) foot high wall in no more than three (3) tries to pass this test. The candidate may use any method to get over the wall without aid of a stepping device such as a chair, box, etc. Typically, a gymnastic horse covered with a mat would be adequate.

Mr. Klemick said that the four tests conform with ADA standards.

In answering a question posed by Mr. Gift, Mr. Bolig explained that failure to meet one of the requirements will not be cause for rejection. However, rejection will occur when two or more out of the four tests are failed.

VOTE ON MOTION

ALL YES

MOTION CARRIED

Tab G - Consider action on Appointments to the Environmental Protection Advisory Board:

Mr. Mermelstein motioned, with Mr. Bockius seconding, to appoint Nancy Guminski of Dresher and John Quillinan of Ambler to the Environmental Protection Advisory Board.

VOTE ON MOTION

ALL YES

MOTION CARRIED

Tab E - Discuss Odor Complaints at Nutrecon:

Mr. Pesavento explained the numerous complaints received regarding odors that emanate from the Nutrecon facility. Nutrecon pumps sewage from tanks, processes it and then delivers it to the Ambler Treatment Plant.

The issue is now before the DER for their review, and it is hoped that during said review process, the DER will put conditions on the issuance of the permit, and one of those conditions might be to house all or part of the process.

The solicitor's office was asked to look into the legal ramifications of considering the odors a public nuisance, and to research whether the Township can cite Nutrecon on the basis of a public nuisance.

The letter from High, Swartz, Roberts & Seidel dated September 4, 1992 stated in part:

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1472

RESOLUTION TO DECLARE A MORATORIUM
AT THE ABINGTON SEWER TREATMENT PLANT

WHEREAS, there is presently existing and operating an Abington Sewer Treatment Plant ("Treatment Plant") in Upper Dublin Township which is utilized by certain areas in Upper Dublin Township; and

WHEREAS, Upper Dublin Township was informed in writing by Abington Township on March 3, 1987 that the Treatment Plant is presently operating at capacity and cannot handle any additional Equivalent Dwelling Units (EDUs) from Upper Dublin Township;

BE IT RESOLVED, that until such time as Upper Dublin Township is notified by Abington Township that the Treatment Plant is capable of handling additional EDUs from Upper Dublin Township, or sewer flows are diverted into another sewer system, the Board of Commissioners hereby declares a moratorium on directing or authorizing any additional sewage flow from Upper Dublin Township into the Abington Sewer Treatment Plant.

RESOLVED this 22nd day of September, 1992, at a public meeting of the Planning and Environment Committee at the direction and under the authorization of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: James B. Bockius
James B. Bockius, Chairman
Planning & Environment

ATTEST:

Gregory N. Klemick
Gregory N. Klemick, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1473

RESOLUTION TO DECLARE A MORATORIUM AT THE
AMBLER SEWER TREATMENT PLANT

WHEREAS, wastewater from certain areas of Upper Dublin Township is presently processed at Ambler Sewer Treatment Plant ("Treatment Plant"); and

WHEREAS, this wastewater flows through Township operated pumping stations that are currently experiencing hydraulic overloads; and

WHEREAS, certain of this wastewater flows through gravity interceptors which have restricted flow lines prior to their discharge into the Ambler Sewer Treatment Plant;

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby declares a moratorium on directing or authorizing any additional flow from Upper Dublin Township into the Treatment Plant through said gravity interceptors and pumping stations, until such time as the Commissioners determine that the pumping stations or interceptors have been upgraded to adequately handle the additional capacity from future developments that would then be permitted to flow into the Ambler Sewer Treatment Plant. The remaining gravity sanitary sewer lines, that discharge directly into the Ambler Sewer Treatment Plant and are not affected by the pumping station overloads or the restricted flows in the interceptors, are not part of this declared moratorium.

RESOLVED, this 22nd day of September, 1992, at a public meeting of the Planning and Environment Committee at the direction and under the authorization of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: James B. Bockius
James B. Bockius, Chairman
Planning & Environment

ATTEST:

Gregory N. Klemick
Gregory N. Klemick, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1474

RESOLUTION TO DECLARE A MORATORIUM AT THE
UPPER DUBLIN WASTEWATER TREATMENT PLANT

WHEREAS, Upper Dublin Township has recently acquired a wastewater treatment plant existing and operating on Delaware Avenue in the Township; and

WHEREAS, this plant, known as the Upper Dublin Wastewater Treatment Plant ("Treatment Plant") is presently operating at capacity according to the Pennsylvania Department of Environmental Resources (DER); and

WHEREAS, the engineering firm of O'Brien and Gere is presently in the process of developing a plan to upgrade the Treatment Plant to handle a greater capacity of sewage flow in accordance with DER Regulations and the 537 Plan;

BE IT RESOLVED, that the Board of Commissioners hereby declares a moratorium on directing or authorizing the flow of any additional Equivalent Dwelling Units (EDUs) to the Treatment Plant until such time as the Board of Commissioners determines that the

Treatment Plant is capable of operating at an adequate capacity to handle any future development which would then be permitted to flow into the Upper Dublin Wastewater Treatment Plant.

RESOLVED, this 22nd day of September, 1992, at a public meeting of the Planning and Environment Committee at the direction and under the authorization of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: James B. Bockius
James B. Bockius, Chairman
Planning & Environment

ATTEST:

Gregory N. Klemick
Gregory N. Klemick, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1475

RESOLUTION TO EXTEND DEVELOPER'S AGREEMENT

WHEREAS, on May 22, 1989, Ballantrae Associates, a limited partnership, and the Township of Upper Dublin entered into a Developer's Agreement; and

WHEREAS, the Developer's Agreement addresses the development of a parcel of land known as the Ballantrae North Development, a/k/a St. Mary's Villa Northern; and

WHEREAS, pursuant to the Escrow Agreement dated May 18, 1989, between Ballantrae Associates, Meridian Mortgage Corporation and the Township of Upper Dublin, Meridian Mortgage Corporation issued Letter of Credit No. 6392-2 dated May 18, 1989, in the amount of \$423,090.80; and

WHEREAS, Letter of Credit No. 6392-2 was extended through October 1, 1992, by Letter dated March 18, 1992, from Meridian Mortgage Corporation; and

WHEREAS, on September 30, 1992, Meridian Bank issued Irrevocable Letter of Credit No. 00602428 in the amount of

\$423,090.80 to Ballantrae Associates with the Township of Upper Dublin as beneficiary; and

WHEREAS, in consideration of the issuance of this new Letter of Credit by Meridian Bank, the Township has agreed to extend the Developer's Agreement by six (6) months, or until March 31, 1993;

BE IT RESOLVED, that Developer's Agreement dated May 22, 1989, between Ballantrae Associates and the Township of Upper Dublin for the development known as Ballantrae North is hereby extended until March 31, 1993.

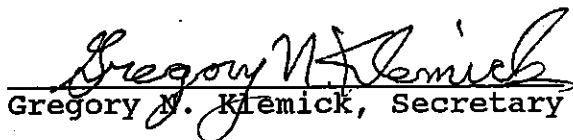
RESOLVED this 13th day of October, 1992, at a public meeting of the Board of Commissioners.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS



Richard R. Rulon, President

ATTEST:



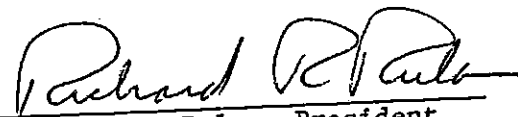
Gregory N. Klemick, Secretary

RESOLUTION NO. 1476

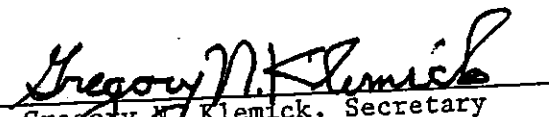
BE IT RESOLVED, by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners, of said Municipality, be authorized and directed to sign the attached Agreement on its behalf and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

ADOPTED this 10th day of November 1992.

Signed:


Richard R. Ruion, President

Attest:


Gregory N. Klemick, Secretary

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE SERVICES

AGREEMENT NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____ 19 _____, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the Commonwealth,

AND

the UPPER PUBLIN TOWNSHIP of the Commonwealth of Pennsylvania, acting through its authorized officials, hereinafter called the MUNICIPALITY;

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

WHEREAS, under the provisions of Act 1985-92, the Department of Transportation of the Commonwealth of Pennsylvania may, in the discretion of the Secretary, enter into agreements with municipalities for the latter to perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof, located within the municipal boundaries of the MUNICIPALITY; and,

2. The COMMONWEALTH shall pay the MUNICIPALITY, for all authorized work performed on the items contracted for in Exhibit "B".

(a) Except as provided for in (c) below, lump sum items shall be paid on a quarterly basis.

(b) Items performed on a unit price basis shall be paid in accordance with Paragraph 11 below.

(c) The COMMONWEALTH shall pay the MUNICIPALITY within sixty (60) days after receipt of a certified invoice and in the event any such invoice is not paid within sixty (60) days of receipt thereof, the COMMONWEALTH shall pay interest at the rate of six (6%) percent per annum on the amount due to the date payment is received.

3. It is understood that the MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for purposes of work under this Agreement. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent act of its employees and/or lessors and/or contractors of the MUNICIPALITY during the performance of, or resulting from the performance under this Agreement.

4. It is agreed by the parties hereto, that this Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on 19 , unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations, except liability for claims

arising from the MUNICIPALITY'S performance and damages incurred by the COMMONWEALTH shall cease. In the event of termination, the MUNICIPALITY shall be paid for the work performed to the date of termination.

5. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the MORIS Highway Maintenance Foreman Manual, which is incorporated herein by reference as though physically attached. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives within sixty (60) days of completion of said work. If, upon inspection, certain work is found not to be in general conformance with the specifications, policies and procedures of the COMMONWEALTH, and is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.

6. Attached to and included as part of this Agreement is the COMMONWEALTH provision prohibiting discriminatory practices by the MUNICIPALITY (Exhibit "C") and the Contractor Integrity Provisions (Exhibit "D").

7. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other debt of the MUNICIPALITY that is owed to the COMMONWEALTH and not being contested on appeal against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.

8. If the MUNICIPALITY enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the COMMONWEALTH or who become suspended or debarred by the COMMONWEALTH during the term of this contract or any extensions or renewals thereof, the COMMONWEALTH shall have the right to require the MUNICIPALITY to terminate such subcontracts.

9. (a) Within ten (10) days after the effective date of this agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, specifically to the Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after filing said proposed program unless notified to the contrary.

(b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program five (5) working days after filing unless notified to the contrary.

(c) In the event, however, that an emergency situation arises, in the opinion of the MUNICIPALITY and the COMMONWEALTH, the Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary work. Such authorization shall be confirmed in writing. Any such emergency work shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this agreement.

10. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the Department shall make available to the MUNICIPALITY upon request.

11. The MUNICIPALITY may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice was performed properly, specifically in accordance with specifications, policies and procedures set forth in this Agreement.

12. It is understood between the parties that the maximum amount payable under this Agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of ~~two thousand three hundred eighty~~ (\$ 2,380.00) dollars, without a written supplemental agreement signed by both parties.

IN WITNESS WHEREOF, the parties here to have caused these presents to be executed, attested and ensealed by their authorized officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

Signature Date

Title
(SEAL)

ATTEST:

Gregory N. Flemich

Signature Date

Township Mgr.

Title
(SEAL)

APPROVED AS TO LEGALITY
AND FORM

Signature Date

Chief Counsel
Title

APPROVED AS TO FORM
Mary L. Buckman
TOWNSHIP, SOLICITOR

APPROVED FOR
OFFICE OF THE BUDGET

BY _____
Signature Date

Comptroller
Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BY _____

Signature Date

Secretary of Transportation
Title

MUNICIPALITY _____

Federal Identification No. _____

BY *(*) Richard R. Puleo*

Signature Date

President

Title

RECORDED NO. _____
Certified Funds Available Under
Activity Program _____

SYMBOL _____

AMOUNT _____

BY _____
Signature Date

Comptroller
Title

Preapproved Form:
OGC No. 18-K-220
Appv'd OAG 04/12/84

"Contract No. _____, is split _____%, expenditure amount of _____
for Federal funds and _____%, expenditure amount of _____ for State
funds. The related Federal Assistance program name and number is _____
_____. The State Assistance program name and number is _____;
_____."

RESOLUTION

BE IT RESOLVED, by authority of the _____
(Name of governing b

_____ of the _____
(Name of Municipality)

_____ County, and it is hereby resolved by autho
the same, that the _____ of said Municip
(designate official title)

authorized and directed to sign the attached Agreement on its beha
and that the _____ be authorized and dire
(designate official title)

attest the same.

ATTEST

(Name of Municipali

(Signature and designation of
official title)

By: _____
(Signature and designat
official title)

(SEAL)

I, _____,
(Name) (Official title)

of the _____, do hereb
(Name of governing body and Municipality)

that the foregoing is a true and correct copy of the Resolution adop
a regular meeting of the _____
(Name of governing body)

the _____ day of _____, 19____.

DATE:

(Signature and designator
official title)

NOTE: Signatures on Page 7 of the Agreement must conform with sig
on this Resolution.

SR 2027
PENNSYLVANIA AVENUE

EXHIBIT A

CLEAN 4' X 6' CULVERT
100 FT @ \$23.80/FOOT
TOTAL COST OF \$2380

EXHIBIT B

**COMMO. WEALTH NONDISCRIMINATION CLAUSE
(All Contracts)**



During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training pro-

gram or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

(FIRM NAME)

BY _____

DATE

SIGNATURE AND TITLE

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. Consent means written permission signed by a duly authorized officer or employe of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employes, and owners of more than a 5% interest.

d. Financial Interest means:

(1) ownership of more than a 5% interest in any business; or

(2) holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The contractor shall, upon request of the Office of State Inspector General, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the contractor of, concerning, and referring to this agreement with the Commonwealth or which are otherwise relevant to the enforcement of these provisions.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT D

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. **Consent** means written permission signed by a duly authorized officer or employe of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employes, and owners of more than a five percent interest.

d. **Financial Interest** means:

(1) Ownership of more than a five percent interest in any business; or

(2) holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management.

e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

RESOLUTION NO. 1477

WHEREAS, the Award of the Board of Arbitration dated April 20, 1992 included a provision that no pension contribution would be required from police officers in 1992,

NOW, THEREFORE, BE IT RESOLVED that during the calendar year 1992 no deductions will be made from police officer salaries for the purpose of funding the police pension fund.

RESOLVED this 10th day of November, 1992.

Attest:

TOWNSHIP OF UPPER DUBLIN
Board of Commissioners



Gregory N. Klemick
Manager/Secretary



Richard R. Rulon
President

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
Richard R. Kulon
Richard R. Kulon, President

Gregory N. Klemick
Gregory N. Klemick,
Manager/Secretary

Attest:

RESOLVED this 10th day of November, 1992.

2.6 'Normal Retirement Age' shall be designated as age 65 or any range of ages ending no later than age 70-1/2 and beginning no earlier than the earliest age at which the participant has the right to retire under the Township's basic pension plan."

DEFINITIONS:

A. By the substitution of the following for section 2.6 of ARTICLE 2 - amended as follows, effective January 1, 1992.

"Amendment No. 2 to the Upper Dublin Township Deferred Compensation Plan Pursuant to the provision of ARTICLE 8 of the Plan, the plan is hereby and made part of the MONY PEDC Plan:

NOW, THEREFORE, BE IT RESOLVED that the following amendment be executed under the Catch-Up Provision,

WHEREAS, the definition of Normal Retirement Age places restrictions on participants who are eligible to make additional deposits into the plan Compensation (Section 457) Plan provided by MONY for its employees, and

WHEREAS, Upper Dublin Township has a Public Employees Deferred Compensation (Section 457) Plan provided by MONY for its employees, and amending the Township's Public Employees' Deferred Compensation administered by Mutual of New York.

RESOLUTION NO. 1478

RESOLUTION NO. 1479

A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, GREGORY N. KLEMICK, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, RICHARD R. RULON, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR RENEWAL OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB.

WHEREAS, it is the desire of the Township of Upper Dublin to be granted a renewal of its Municipal Golf Course Liquor License;

THEREFORE, BE IT RESOLVED, that an application for said license to expire January 31, 1994 be filed with the Pennsylvania Liquor Control Board and that Richard R. Rulon and/or Gregory N. Klemick are/is hereby authorized to execute the necessary application and bond along with any other forms and papers required for renewal or change.

ADOPTED this 10th day of November, 1992.

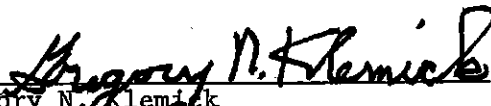
Signed:



Richard R. Rulon, President
Board of Commisisoners
Upper Dublin Township

Attest:

Seal:



Gregory N. Klemick
Township Manager/Secretary
Upper Dublin Township

RESOLUTION NO. 1480

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1993.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 1993 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 1993 budget was advertised as required by law and presented at public workshops on November 2nd and November 10th, 1992, and,

WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 17th, December 1st and December 8th, 1992,

WHEREAS, the proposed budget as amended will take effect on January 1, 1993;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibit, for 1993.

ADOPTED this 15th day of December, 1992, A.D.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: Richard R. Rulon
Richard R. Rulon, President

ATTEST: Gregory N. Klemick
Gregory N. Klemick, Secretary

RESOLUTION NO. 1481

RESOLUTION TO PROVIDE FOR THE IMPOSITION OF FEES FOR THE REVIEW OF LAND DEVELOPMENT PLANS.

WHEREAS, on November 29, 1988, the General Assembly of the Commonwealth of Pennsylvania re-enacted the Pennsylvania Municipalities Planning Code, adopting certain amendments thereto, one of which gives the power to a municipality to establish engineering fees to be charged to applicants for reviews of Subdivision and Land Development Plans; and

WHEREAS, the Act permits the fees to be based upon a schedule established by resolution;

NOW, THEREFORE, BE IT RESOLVED that there shall be charges for engineering services, inspections and other duties performed by the Township Engineer, for the year 1993, at the following rates:

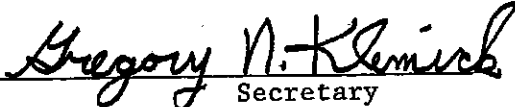
| | |
|------------------------------|---------------------------|
| Professional Engineer | \$71.00/hour |
| Project Engineer | \$66.00/hour |
| Engineer | \$58.00/hour |
| Chief of Surveys | \$48.00/hour |
| Senior Designer | \$48.00/hour |
| Designer | \$45.00/hour |
| Grading Inspector | \$45.00/hour |
| Technician | \$40.00/hour |
| Draftsman | \$34.00/hour |
| Chief Construction Inspector | \$44.00/hour |
| Construction Inspector | \$37.00/hour |
| Survey Crew (3 man) | \$98.00/hour (4 hr. min.) |
| Survey Crew (2 man) | \$72.00/hour (4 hr. min.) |

Adopted this 12th day of January, 1993.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



President

Attest: 
Secretary

RESOLUTION NO. 1482

ADDITION TO FORT WASHINGTON FIELDS

WHEREAS, the Upper Dublin Junior Athletic Association and the Upper Dublin Soccer Club have proposed the construction of additional facilities including lights, batting cages and a utility building at the new Fort Washington Fields complex, and;

WHEREAS, the Upper Dublin Junior Athletic Association and the Upper Dublin Soccer Club plan to dedicate and collect 100% of the funds to construct these facilities, and;

WHEREAS, these proposed additions will directly benefit our school children and school programs, and;

WHEREAS, the Upper Dublin Junior Athletic Association and the Upper Dublin Soccer Club have agreed to share in the cost of maintaining these facilities and fields, and;

WHEREAS, the Upper Dublin Board of School Directors and Administration have expressed interest and support of these additional facilities for community purposes;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Board of Commissioners will work cooperatively with the designated representatives of the Upper Dublin Junior Athletic Association and the Upper Dublin Soccer Club to design, bid and construct these facilities on the Fort Washington fields with the understanding that these facilities will belong to and be under the auspices of the Upper Dublin School District.

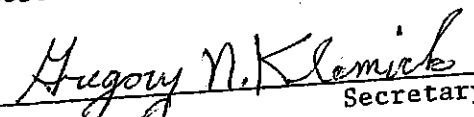
ADOPTED this 12th day of January, 1993.

Signed:



President

Attest:



Secretary

RESOLUTION NO. 1483

A RESOLUTION OF THE BOARD OF 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 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

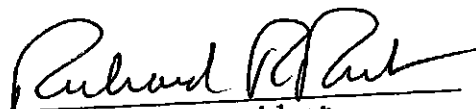
WHEREAS, M&G-UD Investments, A PA Limited Partnership has proposed the development of a parcel of land identified as Expansion and Renovations, Upper Dublin Shopping Center, and described in the attached Planning Module, and proposes that such land development be served by sewer tap-ins and sewer extension, and

WHEREAS, Upper Dublin Township finds that the Land Development described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plan, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

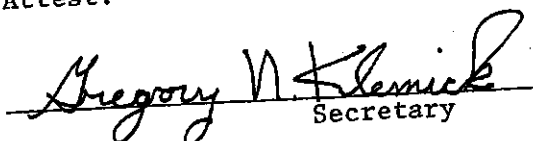
ADOPTED this 9th day of February, 1993.

By:



President

Attest:



Secretary

RESOLUTION NO. 1484

RESOLUTION TO ACCEPT DEED OF DEDICATION OF SANITARY SEWER LINE

WHEREAS, the Board of Commissioners of Upper Dublin Township (hereinafter called the "Township") has received from DAVID E. FECHTENBURG (hereinafter called the "Grantor") a Deed of Dedication dated December 7, 1992 for a sanitary sewer line, with easements having been granted to the Township for the installation of the line, located in certain portions of the tracts of land belonging to David E. Fechtenburg, Anthony and Eva Bevilacqua, Elinor R. Kriebel, Arthur D. and Norma Jenkins and Doris Loeb, which land is more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners deems it to be in the best interest of the public health, safety and welfare to accept this Deed of Dedication so that the said sanitary sewer line may be connected with the sewer system in the Township and become part of the Township sewer system;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township to dedicate and convey a sanitary sewer line with easements for the installation of the said line as hereinabove described, is hereby accepted.
2. That the proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and record the same in the Montgomery County Office for the Recording of Deeds, Norristown, Pennsylvania.

RESOLVED, this 9th of February A.D., 1993.

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Pauls
President

ATTEST: Gregory A. Klemick
Secretary

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November 21, 1989
Lot 32 - Dublin Glen

ALL THAT CERTAIN STRIP or easement of land situate in Upper Dublin Township, Montgomery County, PA., as shown on the plan and profile of proposed 8" sanitary sewer prepared for David Fechtenburg, dated September 21, 1989 and last revised November 21, 1989, as prepared by Weir and Associates, Inc. Civil Engineers and Surveyors, Ambler, PA., bounded and described as follows to wit:

BEGINNING AT A POINT on the Easterly right-of-way line of Chaucer Drive, 50 feet wide, a corner of Lot 32 in the Dublin Glen Subdivision, land of Clifford A. Ways et ux, which said point of Beginning is located South 04 degrees 40 minutes East 201.37 feet from a point of tangency, which last said point of tangency is located 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 from a point of curvature on the Southerly right-of-way line of Norristown Road, 41 1/2 feet wide, that is to say 16 1/2 feet to the Northwest and 25 feet to the Southeast of the centerline of the original 33 foot road; Thence from point of beginning along land of Clifford A. Ways et ux and partly along land of Arthur D. Jenkins et ux, North 85 degrees 20 minutes East 192.06 feet to a point a corner of Lot 32 and land of the Estate of Jack Loeb; Thence by the same South 01 degree 05 minutes 30 seconds West 20.10 feet to a point in line of Lot 32 of which this is a part; Thence through the same South 85 degrees 20 minutes West 190.84 feet to a point on a curve on the Easterly right-of-way line of Chaucer Drive aforementioned; Thence by the same by a curved line bearing to the left in a Northerly direction with a Radius of 250 feet the Arc distance of 20.02 feet to a point of tangency, the point and place of beginning.

Being an easement for both storm sewer and sanitary sewer through Lot 32 of the Dublin Glen Subdivision for construction, reconstruction and maintenance.

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR A PUBLIC STREET SHOWN ON
APPROVED SUBDIVISION PLAN

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Evans Builders, Inc. (hereinafter "Grantor") a Deed of Dedication for a public street to be known as Hood Lane (hereinafter "Street"), which is more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a subdivision plan filed by or on behalf of Grantor showing the Street and setting forth lots fronting on the Street; and

WHEREAS, Grantor has heretofore improved the Street according to Township specifications and has provided the Township with a maintenance bond in proper form guaranteeing the upkeep of the Street for a period of two years from the date hereof; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said street will be opened and dedicated for public use and passage;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

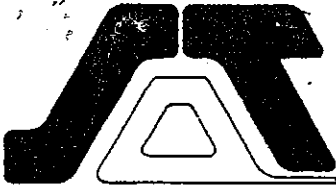
1. That the Deed of Dedication offered to the Township to open and establish as a public right of way a street to be designated Hood Lane, which is more fully described in Exhibit "A" attached hereto.
2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Pennsylvania.
3. Hood Lane, as described in Exhibit "A" attached hereto, shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 9th day of February, A.D., 1993.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Paul
President

Attest: Gregory N. Klemick
Secretary



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

EXHIBIT A

November 4, 1992

LEGAL DESCRIPTION ROADWAY DEDICATION HOOD LANE KINGSTON ESTATES I PROJECT #1732

ALL THAT CERTAIN 50 foot wide strip of ground situate in Upper Dublin Township, Montgomery County Pennsylvania, being shown as Hood Lane on a Plan of Subdivision prepared for Evans Builders by Stout, Tacconelli & Associates, Inc. dated November 30, 1987, as last revised February 23, 1989, and recorded in plan book A-50, Page 281. (as per Upper Dublin Township Public Works Department), and being more fully described as follows:

BEGINNING at a point on the southwest ultimate right-of-way line of Norristown Road, (L.R. 46073) (70 feet wide) "as widened to 40 feet, 1/2 right-of-way by this plan", said point being the southeasterly most end of a 15 foot wide radial corner formed by the intersection of the southwest side line of Norristown Road, aforesaid and the southeast sideline of Hood Lane, (50 feet wide); thence extending along the said sideline of Hood Lane, the following (3) courses: (1) Extending along a line curving to the left in a southerly direction having a radius of 15 feet, for an arc distance of 21.80 feet to a point of reverse curvature; (2) Extending along a line curving to the right in a southerly direction, having a radius of 175.00 feet, for an arc distance of 104.91 feet to a point of tangency, in the northwest line of lands of Richard N. & Beatrice R. Hood; (3) Extending along the said Hood Lands, South $43^{\circ} 35' 56''$ West, 326.20 feet to a point; thence extending along the southwesterly most terminus of Hood Lane, aforesaid, North $45^{\circ} 31' 19''$ West, 65.24 feet to a point, said point being the southwesterly most end of a 15 foot wide radial corner formed by the intersection of the northeast side line of Thornbury Lane (50 feet wide), and the northwest sideline of Hood Lane aforesaid; thence extending along the northwest sideline of Hood Lane aforesaid, the following (4) four courses: (1) Extending along a line curving to the left in a northerly direction having a radius of 15.00 feet for an arc distance of 23.79 feet to a point of tangency; (2) North $43^{\circ} 35' 56''$ East, 310.20 feet to a point of curvature; (3) Extending along a line curving to the left in a northerly direction having a radius of 125.00 feet for an arc distance of 62.00 feet to a point of common curve; (4) Extending along a line curving to the left in a westerly direction having a radius of 15.00 feet for an arc distance of 27.28 feet to a

Professional Engineering/Land Surveying

OK A.F.
12/10/92

PAGE 2
LEGAL DESCRIPTION
ROADWAY DEDICATION

point of tangency, on the southwest sideline of Norristown Road, aforesaid; thence extending along the said sideline the following (2) courses: (1) Extending along the northwesterlymost terminus of Hood Lane, aforesaid, South $89^{\circ} 02' 18''$ East, 67.83 feet to an angle point; (2) South $87^{\circ} 29' 33''$ East, 13.97 feet to the point of beginning.

OK A.F. 12/10/92

RESOLUTION NO. 1486

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR A PUBLIC STREET SHOWN ON
APPROVED SUBDIVISION PLAN

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Evans Builders, Inc. (hereinafter "Grantor") a Deed of Dedication for a public street to be known as Thornbury Lane (hereinafter "Street"), which is more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a subdivision plan filed by or on behalf of Grantor showing the Street and setting forth lots fronting on the Street; and

WHEREAS, Grantor has heretofore improved the Street according to Township specifications and has provided the Township with a maintenance bond in proper form guaranteeing the upkeep of the Street for a period of two years from the date hereof; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said street will be opened and dedicated for public use and passage;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

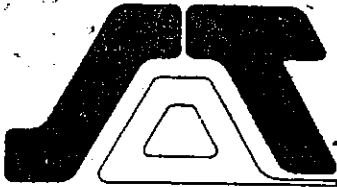
1. That the Deed of Dedication offered to the Township to open and establish as a public right of way a street to be designated Thornbury Lane, which is more fully described in Exhibit "A" attached hereto, is hereby accepted.
2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Pennsylvania.
3. Hood Lane, as described in Exhibit "A" attached hereto, shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 9th day of February, A.D., 1993.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: *Richard R. Park*
President

Attest: *Gregory N. Klemick*
Secretary



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

November 10, 1992

**LEGAL DESCRIPTION
ROADWAY DEDICATION
THORNBURY LANE
KINGSTON ESTATES I
PROJECT # 1732**

ALL THAT CERTAIN 50 foot wide strip of ground situate in Upper Dublin Township, Montgomery County Pennsylvania, being shown as Thornbury Lane on a Plan of Subdivision prepared for Evans Builders by Stout, Tacconelli & Associates, Inc. dated November 30, 1987, as last revised February 23, 1989, and recorded in plan book A-50, Page 281. (as per Upper Dublin Township Public Works Department), and being more fully described as follows:

BEGINNING at a point on the southwest sideline of Thornbury Lane, (50 feet wide) said point being a corner in the line dividing the lands of Lot 7 and the northwest line of lands of Richard N. and Beatrice R. Hood; thence from the said beginning point and extending along the said sideline of Thornbury Lane, aforesaid; the following (4) four courses: (1) North $45^{\circ} 31' 19''$ West, 225.39 feet to a point of curvature; (2) Extending along a line curving to the left in a southwesterly direction having a radius of 320.00 feet, for an arc distance of 55.65 feet to a point of tangency; (3) North $55^{\circ} 29' 11''$ West, 33.40 feet to a point of curvature; (4) Extending along a line curving to the left in a southwesterly direction, having a radius of 50.00 feet, for an arc distance of 52.36 feet to a point of reverse curvature; thence extending along the arc of a cul-de-sac, said cul-de-sac being the westerlymost terminus of Thornbury lane, aforesaid, having a radius of 50.00 feet for an arc distance of 209.44 feet to a point on the Northeast Sideline of Thornbury Lane, aforesaid; thence extending along the said sideline, the following (3) courses: (1) South $55^{\circ} 29' 11''$ East, 120.00 feet to a point of curvature; (2) Extending along a line curving to the right in a southeasterly direction, having a radius of 370.00 feet, for an arc distance of 64.35 feet to a point of tangency; (3) South $45^{\circ} 31' 19''$ East, 224.62 feet to a point, in the northwest line of lands of Richard N. and Beatrice R. Hood; thence extending along the said Hood lands, South $43^{\circ} 35' 56''$ West, 50.01 feet to the point of beginning.

EXHIBIT A

OK A.F.
12/10/92

Professional Engineering/Land Surveying

RESOLUTION NO. 1487

POW/MIA FLAG

WHEREAS, Rolling Thunder PA, Inc. is a non-profit organization with over 150 volunteer members whose mission is to raise and foster public awareness of the POW/MIA issue; and

WHEREAS, there are now in excess of eighty-eight thousand (88,000) individuals who have not been fully accounted for since World War II; and

WHEREAS, Rolling Thunder PA is dependent upon the cooperation of residents, businesses, veterans organizations and municipalities such as Upper Dublin Township to assist them in their mission of keeping the POW/MIA issue in the public forum; and

WHEREAS, Rolling Thunder PA has presented a POW/MIA flag to Upper Dublin Township to fly with the American flag as a prominent display of the Township's support of the POW/MIA issue.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township graciously accepts this flag with the intent to have it publicly flown, and

FURTHER, BE IT RESOLVED that the Board of Commissioners commends Rolling Thunder PA for its commitment to this most noteworthy cause.

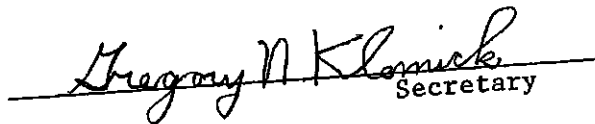
ADOPTED this 13th day of April.

Signed:



President

Attest:



Secretary

RESOLUTION NO. 1488

A RESOLUTION REQUESTING PERMISSION TO PARTICIPATE IN THE COMMONWEALTH OF PENNSYLVANIA COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania has enacted an Act known as the "Cooperative Purchasing Act", Act 31 of July 1971, and

WHEREAS, Act 31 of 1971 permits local governments to purchase materials, supplies, and equipment from purchase contracts of the Commonwealth of Pennsylvania.

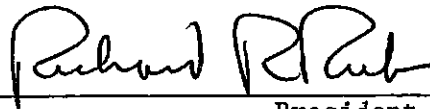
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby requests authorization to participate in purchase contracts of the Department of General Services, subject to the following:

1. That we agree to be bound by such terms and conditions as the Department may prescribe.
2. We agree that we will be responsible for payment directly to the awarded vendor under each purchase contract.

ADOPTED this 13th day of April, 1993.

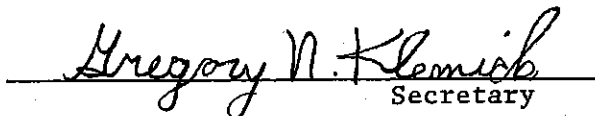
Signed:

UPPER DUBLIN TOWNSHIP



President

Attest:



Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1489

RESOLUTION TO AUTHORIZE THE BOARD OF COMMISSIONERS
TO PARTICIPATE IN THE TOWNSHIP GROUP HEALTH INSURANCE PLAN

WHEREAS, on December 16, 1992, Governor Casey signed House Bill 1224 as Act 159 of 1992 (hereinafter "House Bill 1224"); and

WHEREAS, House Bill 1224 amends the insurance section of the First Class Township Code by authorizing group insurance covering life, health, hospitalization, medical and surgical service, or accident insurance for Commissioners of First Class Townships, should they elect to participate; and

WHEREAS, it is the desire of the Board of Commissioners to make this opportunity available, provided there shall be no expense to the Township; and

WHEREAS, Upper Dublin Township subscribes to a group health insurance plan which is available for its managerial staff;

BE IT RESOLVED, that the Commissioners of Upper Dublin Township are hereby authorized, should they individually so elect, to participate in the Upper Dublin Township group health insurance

plan available for managerial staff at each Commissioner's own expense, and to elect to have all or a portion of the cost thereof deducted from their pay.

RESOLVED, this 13th day of *April*, 1993, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: *Richard R. Rulon*
Richard R. Rulon, President
Board of Commissioners

ATTEST:

Gregory N. Klemick
Gregory N. Klemick, Secretary

RESOLUTION NO. 1490

A RESOLUTION OF THE BOARD OF 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 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, the Cutler Group, Inc. has proposed the development of a parcel of land identified as "Dublyn Estates", and described in the attached Planning Module, and proposes that such land development be served by sewer tap-ins and sewer extension.

WHEREAS, Upper Dublin Township finds that the Land Development described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plan, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 11th day of May, 1993.

By:

Richard R. Paulson
President

Attest:

Gregory N. Klemick
Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1491

A Resolution of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania (hereinafter "The Municipality") to resurface various streets in Upper Dublin Township with a Slurry Seal application; and

WHEREAS, Article 15 Corporate Powers Section 1502 XI Road Implements of the First Class Township Code and Related Laws of the State of Pennsylvania states the corporate power of a Township of the first class shall be vested in the Board of Commissioners. The board shall have power - XI Road Implements. "To purchase tools, implements, machinery, timer and materials necessary for making, paving and repairing of streets....."


WHEREAS, Article 18 Contracts Section 1801 Powers to Make Contracts - Townships may make contracts for lawful purposes and for the purpose of carrying into execution the provision of this act and the laws of the Commonwealth, as stated in the "First Class Township Code and Related Laws of the State of Pennsylvania".

WHEREAS, "The Municipality" seeks contract bids for road resurfacing by a slurry seal application at various locations in the Township indicated in Attachment "A" of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township will proceed with this contract award bid process and to the interest of the Township.

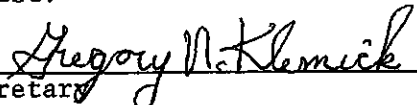
ADOPTED THIS 11th DAY OF May 1993.

Signed



President

Attest:



Secretary

ATTACHMENT "A"

SLURRY SEAL 1993

| STREET | From-TO | SQ.YD. |
|---------------|-------------------------|-------------|
| Benjamin Dr. | Exec./Clinton | 6160 |
| Cardinal | Thrush/Cul-de-sac | 5186 |
| Clinton | Norristown/Butler | 5491 |
| Clover | Exec./Clinton | 2112 |
| Conrad | Schirra/Cul-de-sac | 704 |
| Denston | Joel/Ft. Washington | 3520 |
| Executive Dr. | Tennis/Cul-de-sac | 5632 |
| Garrison | Tannerie Run/Schirra | 3344 |
| Harner | Butler/Webster | 3203 |
| Joel | Susq/Meetinghouse | 3556 |
| Jonathan | Denston/Tannerie Run | 3051 |
| Martin Lane | Limekiln/Cul-de-sac | 4424 |
| Morgan | Benjamin/Norristown | 3520 |
| Penns Lane | Norristown/Harner | 3660 |
| Russell | Tannerie Run/Cul-de-sac | 1373 |
| Rydal Place | Clinton/Cul-de-sac | 763 |
| Skylark Lane | Cardinal/Cul-de-sac | 1373 |
| Schirra | Denston/Meetinghouse | 6864 |
| Tannerie Run | Joel/Schirra | 7416 |
| Thrush | Audubon/Oriole | 2593 |
| Waldheim | Clinton/Cul-de-sac | 1983 |
| Wooded Lane | Benjamin/Benjamin | <u>2992</u> |
| | TOTAL | 78,920 S.Y. |

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1492

RESOLUTION OF COMMITMENT FOR AVAILABILITY OF MUNICIPAL FUNDS
FOR MONTGOMERY COUNTY TRAFFIC SIGNAL UPGRADE PROGRAM

WHEREAS, Montgomery County has commenced the "Montgomery County Traffic Signal Upgrade Program" ("Upgrade Program") to assist Townships with traffic congestion relief and to improve air quality; and

WHEREAS, the Upgrade Program is part of the Pennsylvania Department of Transportation's Twelve Year Program for which anticipated costs are to be shared equally by federal, county and local government; and

WHEREAS, the Upgrade Program will reimburse two-thirds of the "construction costs" to upgrade existing traffic signal equipment, although design and right-of-way costs are not reimbursable; and

WHEREAS, the Township has submitted applications to upgrade existing traffic signals in intersections as follows:

1. Dreshertown Road/Virginia Drive/Limekiln Pike
2. Limekiln Pike/Twining Road
3. Susquehanna Road/Fitzwatertown Road; and

WHEREAS, the Township has municipal funds available to supplement the Upgrade Program if any Township intersections are approved as project candidates.

BE IT RESOLVED, that the Township of Upper Dublin makes a commitment for the availability of Township funds to participate in the Upgrade Program.

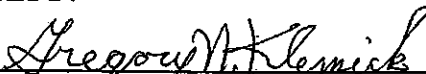
RESOLVED, this 11th day of May, 1993, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN

By:


Richard R. Rulon, President

ATTEST:


Gregory N. Klemick, Secretary

RESOLUTION NO. 1493

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 Commissioners of said Municipality, be authorized and directed to sign the attached grant on its behalf and that the Township Secretary be authorized and directed to attest the same.

ADOPTED this 11th day of May, 1993.

UPPER DUBLIN TOWNSHIP

By:

Richard R. Park
President

Attest:

Gregory N. Klemick
Secretary

(SEAL)

I, Gregory N. Klemick, Township Secretary, of the Township of Upper Dublin, 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 of Upper Dublin Township held the 11th day of May, 1993.

Date: May 12, 1993

Signature Gregory N. Klemick
(Signature and designation of official title)

EXHIBIT A

SAFETY BELT/CHILD RESTRAINT/
MOTORCYCLE HELMET
USE PROMOTION

TOWNSHIP OF UPPER DUBLIN
MONTGOMERY COUNTY

FEDERAL PROGRAM NAME: State and Community Highway
Safety Program (#20.600)

Commonwealth of Pennsylvania
DEPARTMENT OF
TRANSPORTATION

HIGHWAY SAFETY
PROJECT GRANT

FOR ADMINISTRATIVE USE

Project No. _____
Date Approved _____
H.S.P. _____
Funds Obligated _____

1. TYPE Initial

2. PROJECT TITLE

Safety Belt/Child Restraint/Motorcycle Helmet Use Promotion

3. GRANTEE

(a) Governmental Unit (Name, address, county and zip)

Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, PA 19034
(Montgomery County)

ATTN:

(b) Federal ID # 236003042

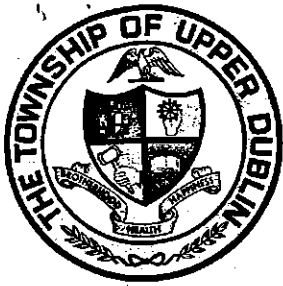
4. The Grant shall be effective from _____, 19____, thru _____, 19____.
The grant is not valid or enforceable until signed by the Deputy Secretary, the Office of Chief Counsel, and the Comptroller's Office. The grant shall be in the total amount of \$ 12,000.00.
This shall be comprised of \$ 12,000.00 Federal funds and matching funds of \$ -0-. Federal funds could be subject to change based on actual eligible expenditures incurred during the grant period and matching funds could be subject to change based on actual expenditures of the grant. These funds shall be disbursed on an approved cost incurred basis as indicated in the Conditions of Grant.

5. DESCRIPTION OF PROJECT

To increase public awareness about the importance of wearing safety belts, using child safety seats and wearing motorcycle helmets through education, information and enforcement initiatives.

The project proposal, marked as Exhibit A attached and made a part hereof, more fully describes the scope and terms of the proposal.

6. The grant is entered into between the above grantee and the Commonwealth of Pennsylvania, Department of Transportation. Grantee agrees to the Conditions of Grant Agreement which are marked as Exhibit B attached and made a part hereof. The Federal audit clause, marked Exhibit C; federal non-discrimination clause, marked Exhibit D; Commonwealth non-discrimination clause, marked Exhibit E; and contractor integrity provision, marked Exhibit F; are attached and made conditions of this grant.
7. The Department may terminate this agreement as provided in the Conditions of the Grant Agreement attached hereto. The grantee agrees to comply with all applicable laws and regulations of the Commonwealth and Federal Government in carrying out this agreement. The grantee shall be paid for work completed which conforms to the conditions of the grant.
8. The grantee agrees to be bound by the provisions of Administrative Agency procedure as found in Volume 1, Pennsylvania Code Chapters 31, 33, and 35 when bringing any claim against the Commonwealth arising from this Grant Agreement by the filing of said claim with the Administrative Docket Clerk, Room 521 Transportation and Safety Building.



UPPER DUBLIN TOWNSHIP
POLICE DEPARTMENT

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034
Phone: (215) 646-2100

TERRENCE P. THOMPSON
CHIEF OF POLICE

March 30, 1993

Ms. Dianna Reed
Bureau of Highway Safety and Traffic Engineering
204 Transportation and Safety Building
P. O. Box 2047
Harrisburg, Penna. 17105-2047

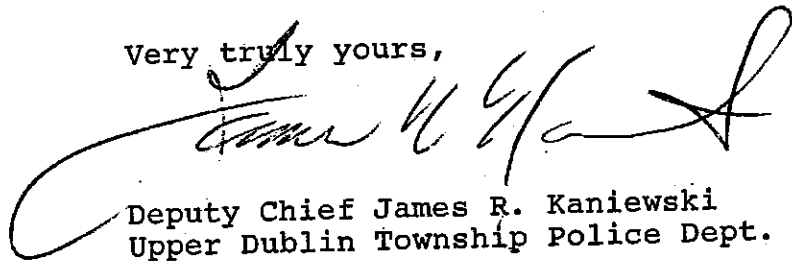
Dear Ms. Reed,

Enclosed please find the proposal for the Use Promotion Grant (Safety Belt/Child Restraint/Motorcycle Helmet) as per your request following our conversation last week.

If you have any questions, please feel free to contact me at the above number.

Thank you very much for your help and consideration.

Very truly yours,



Deputy Chief James R. Kaniewski
Upper Dublin Township Police Dept.

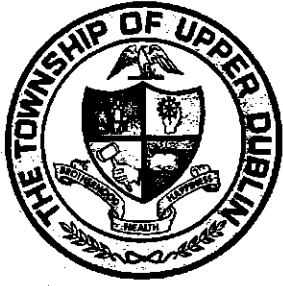
JRK:se

encs.

RECEIVED

APR 05 1993

PROGRAM SERVICES DIV.
BHS&TE



UPPER DUBLIN TOWNSHIP POLICE DEPARTMENT

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034
Phone: (215) 646-2100

TERRENCE P. THOMPSON
CHIEF OF POLICE

SAFETY BELT/CHILD RESTRAINT/MOTORCYCLE HELMET

USE PROMOTION GRANT

THROUGH THE COMPREHENSIVE HIGHWAY SAFETY PROGRAM

PROJECT SUMMARY

Section 1031 of the Intermodal Surface Transportation Efficiency Act of 1991 added a new incentive grant program designed to promote compliance with motorcycle helmet and safety belt use laws. The National Highway Traffic Safety Administration (NHTSA) and the Pennsylvania Department of Transportation view this incentive funding as a means to broaden efforts to achieve higher safety belt use and motorcycle helmet use. We at Upper Dublin agree that these funds can significantly help reduce highway fatalities and injuries by implementing highway safety programs to provide: education about motorcycle and passenger vehicle safety, and the use of motorcycle helmets and occupant protection devices; police training; compliance monitoring; and enforcement of motorcycle helmet and safety belt use laws.

PROBLEM STATEMENT

Current Seat Belt Law

Pennsylvania has a safety belt law requiring children under four years of age when transported anywhere in the vehicle to be properly restrained and a secondary safety belt law for all front seat occupants. The law is outlined below:

PRIMARY LAW

- Any person operating a passenger car, Class I truck, Class II truck, classic motor vehicle, antique motor vehicle or motor home registered in Pennsylvania must fasten children under four in a child passenger restraint system.
- Children under one year old must always be in a child safety seat when traveling in a vehicle.
- Children 1-4 years of age can be in a seat belt in the back seat.
- Children 1-4 years of age travelling in the front seat must be in a child safety seat.

SECONDARY LAW

- The law requires all front seat passengers to use safety belt restraint systems.
- The driver is required to secure children between 4-18 years of age in a safety belt system when traveling in the front seat.

CURRENT MOTORCYCLE HELMET LAW

Pennsylvania has a law which requires the driver and passengers of motorcycles or motor-driven cycles to wear protective headgear which complies with standards established by the Department of Transportation.

Since 1980, national front-seat occupant seat belt use has increased from 11 percent to 49 percent; most of the increase is as a result of enactment of safety belt use laws beginning in 1984.

Progress has slowed between 1987 and 1990 as a result of fewer states enacting safety belt use laws, and the lack of enforcement.

Pennsylvania's current safety belt use rate is 64.79 percent. This is a significant increase since 1984 when our safety belt use rate was 12.8 percent; however, we still have much work to be done to increase safety belt use to 100 percent compliance. It is estimated that if 100 percent of the motoring public buckled up, we could save over 100 lives annually.

Pennsylvania's safety belt surveys, which are conducted at least twice a year, are based upon roadway types as defined by State and Federal specifications. This specification is a form of definition which classifies roadways by the type of maintenance funding whereby the roads are built and maintained. A simplified definition of the road types are as follows:

| | |
|-----------|----------------------------|
| TYPE "A": | Interstates |
| TYPE "B": | Major Roadways or Arteries |
| TYPE "C": | Minor Roadways or Arteries |
| TYPE "D": | Feeder Roadways |
| TYPE "E": | Local Roadways |

The results of the September, 1992 safety belt surveys show the state-wide usage rate on each of these roadway types to be:

| | |
|-----------|--------|
| TYPE "A": | 68.55% |
| TYPE "B": | 64.43% |
| TYPE "C": | 59.77% |
| TYPE "D": | 59.38% |
| TYPE "E": | 58.51% |

The National goal is to reach a 70 percent belt use rate by September, 1993. Users of Type "A" roadways are the closest to the 70% goal of

safety belt usage with 68.55%. However, only 15.45% of the roads in the state are Type "A" roadways. Of the other roadways in the state, Type "B" makes up 40.69%, Type "C" makes up 23.24%, and Type "D" makes up 15.99%. Type "E" makes up the rest. As a result of the September, 1992, safety belt survey, indications are that usage rates on Types "B", "C", "D", and "E" roadways are still well below the 70% goal. With these roadways making up almost 80% of the roadways in Pennsylvania, there is still significant work to be done to meet the 70% safety belt usage goal. We at Upper Dublin Township feel we can greatly contribute to the overall goal of 70% usage.

In Pennsylvania in 1990, safety restraint use among children in reported crashes dropped with advancing age:

| | |
|---------------------------|-----|
| Children age 1 and below: | 82% |
| Children age 2: | 74% |
| Children age 3: | 68% |
| Children age 4: | 64% |

Of those child restraints in use, approximately fifty percent are being misused. These distressing statistics show that even with all the progress that has been made in the state in this area there is still work to be done to increase not only the use of child restraints but also correct use.

The two elements needed to improve safety belt, child restraint, and motorcycle helmet use are enforcement, public information, and education. Increased enforcement of Pennsylvania's current safety belt, child passenger and motorcycle helmet laws would have a dramatic effect on improving the usage rates in these three areas. The enforcement community must be able to realize that they are seen as role models in the community. Therefore, it is very important that police officers wear safety belts. The public is more likely to take the safety belt law seriously if they see police officers buckled up. Enforcing the law is also easier when the officer who is writing a citation for non-use of belts wears a safety belt. Upper Dublin Township Police Dept. has a very comprehensive seat belt policy. (See attached).

Public awareness about safety belt, child restraint and helmet use can also be increased through enforcement. A police department can have dramatic effect on usage rates just by informing the public it will be enforcing these laws. The number of written warnings and citations given out may be small, however, the perception by the community that the police are taking an active role in enforcing this law persuades more people to buckle up.

Local police departments, like Upper Dublin, can play an important role in convincing other groups in the community (i.e., schools, hospitals, service organizations, media, etc.) to become involved in the promotion of the use of safety belts, child restraints, and motorcycle helmets. By receiving community support and involvement in programs to increase usage, there is a much better chance for success. Educational materials will be used by community based groups to help promote the messages on why it is important for everyone to use safety belts, child restraints, and motorcycle helmets.

The Upper Dublin Township Police Department plans to develop and implement a plan and schedule to increase safety belt, child restraint, and motorcycle helmet use within the municipality, using Attachment A as a guide. The plan will include the following:

- Public awareness activities to encourage seat belt, child restraint, and helmet use as a part of the campaign (i.e., newspaper articles, local radio, and television interviews). We will announce the kick-off and results of the campaign to the media, and advise the newspapers if seat belts were worn when a crash occurs.
- We will provide handouts and warnings during regular enforcement efforts to violators who are not wearing safety belts and advise them that citations will be issued in the future.
- We will conduct traffic safety stops, if possible, to issue information to non-users and an incentive item to users.
- Participation in the National Operation Buckle Down Campaign to increase seat belt use.
- Promotion of the program in conjunction with community groups and schools, which will be done through seminars conducted at the Township Building.
- We will establish a municipal Buckle-Up Program to have all other Township employees buckling up to get a 100% Township usage.

If funding is received:

- The Police Department will work with the Montgomery County Comprehensive Highway Safety Program Coordinator to promote the campaign in the community, schools, and in the media.

- Training will be received on proper safety belt and child seat use and on enforcement of the same. Additionally, we will purchase child restraint seats as temporary loaners.
- The police department has a safety belt policy requiring police department personnel to wear safety belts. (copy attached)
- A final report of the campaign efforts and results will be completed.

Upper Dublin Township Police Department

BUDGET

| <u>Item Code</u> | <u>Description</u> | <u>Total</u> |
|------------------|---|--------------|
| 0910 | Overtime Salaries | \$8,600 |
| | - Safety Check Zones | |
| | - Enforcement | |
| | - Seminar Presentations | |
| | - School Programs | |
| | - Training | |
| 1712 | Child Safety Seats (15 seats x \$70.00) | 1,050 |
| 9906 | Promotional/Incentive Items and Printing | <u>2,350</u> |
| | Total | \$12,000 |
| | Federal | \$12,000 |

- o Child safety seats will be placed in each cruiser and used as loaner seats on vehicle stops where children are unrestrained and no seat exists. Publicity from this will be positive for the county safety program and should also further positive appeal for people to purchase the seats and use them.
- o The bi-monthly seminars will be held at the Upper Dublin Township building. These will be free to the public and advertised over the Township cable television channel free of charge. The seminars will consist of lectures, videos, and pertinent handouts. Air bag, seat belt use, child restraint, motorcycle safety, foul weather driving, and hands-on safety ideas will be in the series.

Upper Dublin Police Department, in conjunction with Township officials, takes much pride in our efforts for highway safety. Our dedication is seen in our many efforts regarding highway safety, such as:

- A full-time staffed Traffic Safety Division. All officers are certified Accident Reconstruction experts, and certified Emergency Vehicle and Driver Safety instructors. One officer holds a Master's degree in Traffic Engineering.
- Township in-house driver safety program, taken each year by every driving employee and overseen by the Police Department.
- Total dedication to Montgomery County Health Department Highway Safety programs.
- Upper Dublin was the community to bring Emergency Vehicle operator training to Montgomery County.
- Several officers provide safety programs to corporate drivers across the county on their own time.

MONITORING AND EVALUATION

- o Quarterly Status Reports will be required on all activities.
- o The municipality must work with the appropriate Comprehensive Highway Safety Coordinator when implementing the program.
- o Surveys must be conducted as indicated in the implementation plan. (Attachment B)
- o A full final report will be required which must include the following:
 - Initial kick off/Press Release Information.
 - Dates, places, names and types of training received.
 - Record of any community group or school presentations about the program.
 - Copies of newspaper, magazine articles.
 - Record of warnings/citations issued during the targeted timeframes.
 - Types of incentives purchased and when/how distributed.
 - Overview of success/failure of the program.
- o Standard Reimbursement forms and proper documentation will be required to receive Federal reimbursement.

AWARENESS ENFORCEMENT CAMPAIGN

| <u>Time</u> | |
|-------------|--|
| Month 1 | Kick off the campaign with press releases and Township cable TV coverage. |
| Month 1 | Establish survey points and take baseline safety belt survey. (See attachment B). Purchase child safety seats for loaner program. |
| Month 1-2 | Conduct safety belt educational blitzes at the shopping centers and elementary schools. Conduct seminar each month. |
| Month 1-3 | Meet with District Justice and ask for her support in the initiative. Conduct educational blitzes. |
| Month 2-3 | Take second survey. (Issue press release results and announce that stopped motorists will now receive written warnings if they are not buckled up.) Educational blitzes at shopping centers. |
| Month 3-4 | Issue written warnings throughout Upper Dublin Township to unbuckled drivers stopped for other traffic violations. Continue educational blitzes at shopping centers. |
| Month 4 | Take third survey. (Issue press release of results.) As part of release, announce that officers will now begin writing citations for safety belt violations. Enforcement blitzes. |
| Month 6 | Enforcement blitzes. Take fourth(last) survey approximately two to three months after. |
| Month 6 | Announce results to the press including impact of reduced injury severity, child safety seat use, and enforcement measures taken. |

Attachment B
SEAT BELT SURVEY FORM

POLICE DEPT. _____ LOCATION _____

DATE ___/___/___ DAY OF WEEK _____ TIME OF DAY _____

| Vehicle No. | Driver | | Passenger | | Helmet | |
|-------------|--------|----|-----------|----|--------|----|
| | Yes | No | Yes | No | Yes | No |
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| Vehicle No. | Driver | | Passenger | | Helmet | |
|-------------|--------|----|-----------|----|--------|----|
| | Yes | No | Yes | No | Yes | No |
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UPPER DUBLIN TOWNSHIP POLICE DEPARTMENT
Operations Directive

Title : Use of Safety Restraints

Date : 20 AUG. 1992

Effective Date: January 11, 1993

Page # : 01

Total Pages : 03

Directive #: 93-010

Routing: All Members

Authorized By: Chief T. P. Thompson

I. POLICY

Scope and Goals

There is increasing evidence that patrol officers today face an ever increasing risk of suffering injury or death due to on-duty involvement in motor vehicle accidents.

Upper Dublin Township Police Department will strive to reduce severity of injuries and hopefully eliminate fatalities for all occupants of Police Department vehicles through the required use of safety restraint devices in patrol vehicles provided by the manufacturer and maintained by the Department

| | |
|----------------------------|-----------------|
| P.D. Upper Dublin Township | |
| Number: 93-010 | Page Number: 02 |
| Operations Directive | |

II. PURPOSE

The implementation of mandatory safety restraint usage will enable police personnel to be better prepared to maintain control of the patrol unit during collision sequences, unexpected evasive maneuvers, emergency responses, pursuit driving, and everyday driving conditions.

Mandatory compliance with this policy will reduce the incidence of injuries sustained in traffic accidents and lessen the severity of injuries that are sustained. Compliance will also serve as an excellent example to the motoring public and general population.

III. PROCEDURES

All police personnel will use safety restraint devices upon occupying department vehicles.

All police personnel driving police vehicles will ensure that all occupants being transported, including prisoners, utilize safety restraint devices provided and/or made available.

P.D. Upper Dublin Township

Number: 93-010

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Operations Directive

Exceptions:

1. A member of the Department may drive or occupy a police vehicle without the availability of a functional safety restraint system as long as there is no other replacement vehicle, equipped with a functional safety restraint system, available in the Department fleet.
2. Officers or personnel producing written explanations from a physician, indicating the employee's medical or physical inability to utilize safety restraint devices, will be exempt from this policy. Employee's status will be periodically reviewed by the Department.
3. An exemption from this policy can also be granted if the prisoner(s) to be transported is/are violent, combative, or otherwise would be hazardous to seat-belt in the car.

Under certain circumstances, the use of safety restraint devices, and the police function and/or officer survival, may not be compatible. Exemptions to this policy shall be granted in situations in which the officer believes the efficient culmination of the police function, and/or officer survival, through a potentially high risk situation, outweigh the benefits of the safety restraint device.

EXHIBIT B

CONDITIONS OF GRANT AGREEMENT

Township of Upper Dublin, Montgomery County

1. This grant is made to grantee subject to grantee's compliance with OMB Circulars A-87 and 49 CFR Part 18.
2. Administration of the grant is also subject to Township laws and procedures governing the award of contracts, bids, purchases, and payments. Any contracts executed under this grant must be awarded in compliance with the requirements of 49 CFR Part 18. It is the responsibility of the grantee to insure such compliance.
3. If the grantee subcontracts for service and/or personnel in this project, copies of the contracts must be provided to and are subject to review as to form and legality by the Bureau of Highway Safety and Traffic Engineering.
4. The Program Services Division, Bureau of Highway Safety and Traffic Engineering, is authorized to provide written approval for budget modifications to the grant, provided that the budget total is not affected. Prior to incurring expenses for any item or service not reflected within the budget, a letter requesting the desired changes in specific items or services should be submitted to the Bureau of Highway Safety and Traffic Engineering for review and final approval. Any expenditures made prior to obtaining written approval from the Bureau of Highway Safety and Traffic Engineering for those specific items or services may not be eligible for reimbursement. Extension of time and/or the budget total will require a fully-executed amendment to the grant. Any budget modifications, extensions and/or revisions will change the last digit of the project number.
5. This is a cost-reimbursement grant. The grantee must pay 100% of all costs associated with the grant. Documentation supporting the costs must then be submitted to the Bureau of Highway Safety and Traffic Engineering for processing. (See Basis for Reimbursement - Attachment 1.) Because this is a Federally-funded disbursement grant, determination of eligible costs will be made by the Bureau of Highway Safety and Traffic Engineering, acting on behalf of the Commonwealth. Advertising costs and coffee break costs are not eligible under this grant.
6. Costs incurred in this project to be considered eligible for Federal reimbursement should be submitted for processing within 60 days after the completion of the grant period.
7. No profits may be gained under this grant.

8. Section 4, effective dates, of the grant face will be completed by the Bureau of Highway Safety and Traffic Engineering upon receipt of all approval signatures.
9. Quarterly reports will be required on this project. The grantee will be notified in writing when the reports are due. Failure to submit Quarterly Reports when requested can result in suspension of funds and/or cancellation of the grant.
10. This grant agreement is subject to audit by Federal and State agencies or their authorized representatives in accordance with conditions indicated in Exhibit C, Federal Audit Clause.
11. If this grant agreement is to be funded either partially or completely by Federal funds, it may be terminated by the Commonwealth if Federal funds are not provided to the Commonwealth for the purpose of the grant agreement. The Commonwealth shall also have the right to terminate this grant immediately upon written notice to the grantee for any or all of the following reasons:
 - a. Commonwealth abandonment or postponement of the grant;
 - b. Default (inadequate performance or non-performance by the grantee as determined by the Commonwealth);
 - c. Non-availability of funds; or
 - d. Convenience of the Commonwealth.

Any such termination shall be effected by delivery to the grantee of a Notice of Termination specifying the reason for termination and the date such termination is to be effective. The grantee shall be compensated for satisfactory work performed or for services that were provided in compliance with the grant agreement prior to the date of Notice of Termination, or as stated therein. In addition, grant termination could result in the return of Federally-funded items.

12. The Commonwealth shall have the right to review, inspect and approve all work performed under this grant.
13. All requests for grant amendments to extend the grant completion date or to increase the grant amount shall be forwarded to and received by the Commonwealth at least forty-five (45) calendar days prior to the termination date of the grant.
14. The grantee agrees to maintain books, records, documents, and other evidence pertaining to the time charges and expenses of this grant to the extent and in such detail as will properly

reflect all time charges and costs of materials, equipment, supplies, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this grant. All project records must be maintained for three years after final payment or after notification of final audit.

15. The grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the grantee or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the grantee under any other contract with the Commonwealth.
16. The grantee agrees that the Department can withhold payments due the grantee under other contracts or grants executed between the Department and the grantee in the event that a net audit receivable due to the Department is not satisfied within thirty (30) days of the receivable invoice date. Adjustments to net audit receivables resulting from the grantee's submission of additional accounting information subsequent to the completion of the audit shall not be effected until the accounting information has been reviewed and determined to be valid through the appropriate Department process.
17. By signing this grant agreement, the grantee certifies that it maintains workmen's compensation insurance in compliance with Commonwealth law.
18. Grantee certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government. Grantee agrees that:
 - (a) If it enters into any subcontracts under this grant agreement with subcontractors who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this grant agreement or any extensions or renewals thereof, the Commonwealth shall have the right to require the Grantee to terminate such subcontracts.
 - (b) It shall be responsible for reimbursing the Commonwealth for all necessary and reasonable costs and expenses incurred by the Office of the Inspector General relating to an investigation of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth which results in the suspension or debarment of the Grantee.
19. Ownership rights, including copyrights, of any public information and education materials, i.e. brochures/booklets, slide presentations, radio and television public service announcements, etc., reside with the Township. As Federal

funds administered by the Commonwealth will support the materials' production, the Commonwealth and the Federal government reserve the royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use these materials. Upon request, the Township will make available copies of printer's negatives, proofs, master tapes, etc., to the Department of Transportation and political subdivisions of the Commonwealth on a no-profit basis. Acknowledgement of the assistance provided by the U.S. Department of Transportation's National Highway Traffic Safety Administration and the Pennsylvania Department of Transportation's Bureau of Highway Safety and Traffic Engineering should be included on these materials.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the Federal government shall include closed captioning of the verbal content of such announcement.

20. Federal regulations require accountability for all non-expendable items with an acquisition cost of \$500.00 or more. To insure compliance, self-explanatory forms (Attachment 2) should be kept current during the life of the grant and forwarded to this office upon project completion. The grantee is accountable for any equipment purchased under the grant.
21. If any salaries are funded at partial costs or on a part-time basis, a calendar diary of actual hours charged to the project should be maintained throughout the time frame of the grant.
22. Mileage, lodging, and subsistence costs shall not exceed state rates.
23. Attendance at training workshops, conferences, etc., must be approved by the Bureau of Highway Safety and Traffic Engineering.
24. During the term of this grant, the grantee agrees as follows:
 - (a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this grant or from activities provided for under this grant. As a condition of accepting and executing this grant, the grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act, which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through grants with outside grantees.

(b) The grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the grantee's failure to comply with the provisions of paragraph (a) above.

INSTRUCTIONS FOR COMPLETING STANDARD REIMBURSEMENT

The attached Standard Reimbursement Form has been developed to speed up the reimbursement process and to assist in data entry into our new automated system. It will accompany all reimbursement requests and should offer additional guidance for reimbursement procedures.

Note that each budget item in your application has been assigned an item code number.

When filing for reimbursement please follow the steps below:

1. Please insure that each item submitted for reimbursement has documentation providing that an item has been purchased (See Basis for Reimbursement).
2. On this documentation indicate the item by item code. If you have documentation that has several different items on it, write in the item code next to each item. Preferably in a distinctive color. Make sure that it is entered under the appropriate item code already provided.

If you are requesting reimbursement for PERSONNEL or BENEFITS, enter WORK PERIOD, ACTUAL COSTS, FEDERAL AMOUNT and STATE/LOCAL AMOUNT. These are indicated by asterisks. Also list the name and social security number of each person whose salaries are being reimbursed. PLEASE NOTE: Be sure that you are in compliance with any minimum personnel strength which might be required by your project. If not in compliance, please reduce your personnel costs as appropriate and indicate down-time time frame.

For reimbursement of EQUIPMENT or OTHER COSTS enter NUMBER OF ITEMS THIS REIMBURSEMENT, ACTUAL UNIT COSTS (if noted on standard reimbursement form), TOTAL ACTUAL COSTS, FEDERAL AMOUNT, STATE/LOCAL AMOUNT, ORDER DATE and PURCHASE DATE. These are also indicated by asterisks. (Please ensure that serial numbers are included in documentation).

3. Sum all TOTAL ACTUAL COSTS, FEDERAL AMOUNT and STATE/LOCAL AMOUNT columns.

Thank you for your cooperation and if you have any questions please call the Program Services Division at (717) 787-6853.

BASIS FOR REIMBURSEMENT
Highway Safety Program - Commonwealth of Pennsylvania

Incurred costs are eligible for Federal reimbursement effective on or after the project approval date until the end of the grant period. (NOTE: Items ordered prior to approval date or after the expiration date of the grant period are not eligible for reimbursement).

Incurred Costs - The value of goods and services received and accepted for project purposes in a given month, although an order may have been placed earlier within the grant period or payment made later. (NOTE: advance payments for goods and services are not eligible for reimbursement.)

Eligible Costs - Items specifically identified and approved in the grant (reference budget ledger sheet).

Grant Period - Time frame for achieving project objectives and incurrence of costs for same.

Reimbursement requests should be made monthly utilizing the Standard Reimbursement Form with supporting documentation attached. The designated municipal official must certify the costs claimed, and acceptable documentation as listed below must be included.

ACCEPTABLE DOCUMENTATION

Salary - Copies of payroll register, ledger, payroll card, etc. showing name, pay rate, period worked, regular base pay. A reimbursement request should include only the actual pays issued during a month. (NOTE: Copies of salary checks alone are not valid for reimbursement purposes).

Fringe Benefits - Each individual item claimed must be documented by a copy of vendors invoice or other evidence of payment. Annual or semi-annual premiums may be documented one time but the monthly pro-rata share may be claimed with the appropriate salary claim.

Travel - Copies of grantee expense vouchers itemizing time frame, dates, function, mileage, etc. including airfare and hotel vendor invoices.

Equipment and Supplies, etc. - Copies of purchase order or requisition, vendors invoices and checks in payment thereof. Evidence of bidding, where applicable, may be documented by copies of public advertising. In certain instances evidence of title (vehicles) may be required. (Serial number must be included as part of documentation).

Contracts - Copies of executed contract, vendor bills and checks in payment thereof.

Other Federal funds (excluding Revenue Sharing Funds) may not be a part of any Highway Safety reimbursement item. In addition, no reimbursement will be processed for any costs that (1) are not contained in the approved budget or (2) are not documented as indicated above.

**PENNSYLVANIA HIGHWAY SAFETY PROGRAM
STANDARD REIMBURSEMENT**

DATE _____

MUNICIPALITY _____ CODE _____

COUNTY _____ CODE _____

ZIP CODE _____ SP NO. _____

RESPONSIBLE DEPARTMENT _____

CONGRESSIONAL DISTRICT _____

PROJECT NO. _____

PROJECT PERIOD _____

GRANT PERIOD _____

CONDITIONS OF APPROVAL * _____ *

BUDGET: 2nd yr. _____ 3rd yr. _____

PERSONNEL

| NAME | SOCIAL SECURITY NO. | ITEM CODE | APPROVED ELIGIBLE | WORK PERIOD | | ACTUAL COSTS | FEDERAL AMOUNT | STATE/LOCAL AMOUNT | REVENUE CODE | PROGRAM NO. | OFFICIAL USE ONLY |
|------|---------------------|-----------|-------------------|-------------|-----|--------------|----------------|--------------------|--------------|-------------|-------------------|
| | | | | BEGIN | END | | | | | | |
| | | | | | | | | | | | |

| | | | |
|------------------|--|-------------------------------|--|
| TOTAL ELIGIBLE | | TOTAL ACTUAL COSTS | |
| FEDERAL: _____ % | | TOTAL FEDERAL AMOUNT..... | |
| | | TOTAL STATE/LOCAL AMOUNT..... | |

BENEFITS

| FRINGE BENEFITS/PAYROLL ADDITIVE | ITEM CODE | APPROVED ELIGIBLE | WORK PERIOD | | ACTUAL COSTS | FEDERAL AMOUNT | STATE/LOCAL AMOUNT | REVENUE CODE | PROGRAM NO. | OFFICIAL USE ONLY |
|----------------------------------|-----------|-------------------|-------------|-----|--------------|----------------|--------------------|--------------|-------------|-------------------|
| | | | BEGIN | END | | | | | | |
| | | | | | | | | | | |

| | | | |
|------------------|--|-------------------------------|--|
| TOTAL ELIGIBLE | | TOTAL ACTUAL COSTS | |
| FEDERAL: _____ % | | TOTAL FEDERAL AMOUNT..... | |
| | | TOTAL STATE/LOCAL AMOUNT..... | |

EQUIPMENT/OTHER

| ITEM DESCRIPTION | ITEM CODE | # OF ITEMS | UNIT COST | APPROVED ELIGIBLE | # OF ITEMS THIS REIM. | ACTUAL UNIT COST | TOTAL ACTUAL COSTS | FEDERAL AMOUNT | STATE/LOCAL AMOUNT | REVENUE CODE | PROGRAM NO. | ORDER DATE | PURCHASE DATE | OFFICE USE ONLY |
|------------------|-----------|------------|-----------|-------------------|-----------------------|------------------|--------------------|----------------|--------------------|--------------|-------------|------------|---------------|-----------------|
| | | | | | | | | | | | | | | |

COMMENT:

| | |
|------------------|------------------------|
| TOTAL ELIGIBLE | TOTAL ACTUAL.. |
| FEDERAL: _____ % | TOTAL FEDERAL..... |
| | TOTAL STATE/LOCAL..... |

Federal I. D. # _____

I certify the above costs for the period _____ to _____ are correct and were incurred for project purposes.

Signature Date

SUMMARY OF REIMBURSEMENT REQUEST

| | Total | Federal |
|-----------------|----------|----------|
| PERSONNEL | _____ | _____ |
| BENEFITS | _____ | _____ |
| EQUIPMENT/OTHER | _____ | _____ |
| LESS INCOME | () | () |
| TOTAL | ===== | ===== |

DISPOSITION

When the grantee no longer uses or needs the equipment for the project or program purposes the following applies:

1. Item unit acquisition cost of less than \$1,000 -- item may be used for other activities (non-highway safety) or item may be sold and proceeds retained.
2. Unit acquisition cost of \$1,000 or more:
 - a. If item has no further use value (fully depreciated) and fair market value of less than \$1,000 then accountability ceases. If fair market value (book value) is significantly greater than salvage value (over \$500) then further adjustments to the life schedule must be made.
 - b. If item has further use value, a trade-in for grant item may be made.
 - c. If item with further use value is retained for other than highway safety use or traded for non-program item then compensation (refund) must be made to grantor.
 - d. If item is no longer needed and has further use value or fair market value of \$1,000 or more, then disposition instructions must be requested from grantor. If item is authorized to be sold, compensation (refund), less \$100 Federal share or 10% of total proceeds which may be retained by Grantee, must be made to the grantor.

Refund is computed by applying to the sales proceeds the percentage of Federal participation in the original cost.

*NOTE: Improper disposition of equipment may result in a mandatory refund to the Grantor (PA Department of Transportation). To avoid this possible action notify this office immediately of any intended disposition.

OVER ---

DISPOSITION INSTRUCTIONS

The recipient of equipment obtained through Highway Safety Federal funds is responsible for compliance with OMB Circular A-102, Attachment N, "Property Management Standards". This provides standards for utilization and disposition of Federally funded property.

Generally, the recipient must utilize and account for equipment until such time as the need for the item(s) no longer exists or the item(s) is no longer functional. This office must be informed when the above occurs, and disposition instructions requested for all highway safety funded equipment with a unit cost of \$500 or more, intended for removal from the intended function. The attachments are general guidelines for your information and guidance.

Please contact this office for any additional information you may require on this matter.

Bureau of Highway Safety & Traffic Engineering
Program Services Division
204 Transportation & Safety Building
P.O. Box 2047
Harrisburg, PA 17105-2047
717-787-6853

OWNERSHIP

All equipment and supplies obtained through participation in the Highway Safety Program (Federal 402 funds) are the property of the Grantee (i.e. - local political subdivision or state).

TITLE

All vehicle titles must be in the name of the appropriate political subdivision (Grantee) and remain "clear", (free of liens and encumbrances).

USAGE

The grantee may assign usage responsibility including maintenance, operational and repair costs to any qualified agency or organization by means of the following:

- a. Formal Lease Agreement - \$1.00/year (usually vehicles).
- b. Memo Agreement.

This action should be evidenced in official meeting records.

RECORDS

The grantee is responsible for maintaining the equipment on its inventory records and providing information and other data as required by Federal and State Highway Safety Program Procedures.

OVER ---

NON-EXPENDABLE PROPERTY ACCOUNTABILITY RECORD

PROJECT NO. _____

HSP _____

APPLICANT _____

ZIP CODE _____

| Item Code | Item Description | Serial # | Item Purchase Price | Federal Share Amount | Order Date | Purchase Date | (1) Is Item in Current Use for Highway Safety Purposes? | (2) Disposition Value | (3) Date | (4) Explanation | PSD Use Only |
|-----------|------------------|----------|---------------------|----------------------|------------|---------------|--|--------------------------|-------------|--------------------|--------------|
| | | | | | | | | | | | |

INSTRUCTIONS:

If column (1) is YES, describe general condition (i.e. excellent, good, fair, poor), columns 2, 3, and 4 need not be answered.
 If column (1) is NO, answer columns 2, 3, and 4.

Answer column (4) by letters A, B, C, or D. Provide detail data in narrative form on separate attachment.

- A. Trade-in for like item and service
- B. Trade-in for different item and service
- C. Outright sale
- D. Other use (i.e. transfer to other agency)

SIGNATURE

DATE

FEDERAL AUDIT CLAUSE

GRANTEE: Township of Upper Dublin, Montgomery County

AUDIT REQUIREMENTS. The Department of Transportation provides federal financial assistance to a variety of entities which are or are not subject to the provisions of the Single Audit Act of 1984 (31 U.S.C. 7501 et. seq.) as promulgated by Office of Management and Budget (OMB) Circular A-128, *Audits of State and Local Governmental Units*, and OMB Circular A-133, *Audits of Institutions of Higher Education and Other Nonprofit Institutions*. If grantee receives federal financial assistance of \$100,000 or more during its fiscal year, either directly from the federal government or indirectly from a subrecipient of federal funds, OMB Circulars A-128 and A-133 require that grantee shall have an audit made in accordance with the provisions of the respective circular.

If grantee is a nonprofit institution and receives \$100,000 or more during a fiscal period but receives awards under only one program, grantee may elect to have an organization-wide audit made in accordance with OMB Circular A-133 or have an audit made of the one program (program-specific audit).

If grantee receives at least \$25,000 but less than \$100,000 of federal financial assistance during its fiscal year, grantee may elect to have a single audit made in accordance with OMB Circular A-128 or an organization-wide audit made in accordance with OMB Circular A-133, as appropriate, or have an audit made in accordance with the audit requirements of the laws and regulations governing the program(s) in which it participates.

If grantee receives less than \$25,000 of federal financial assistance during its fiscal year, grantee is exempt from these audit requirements, but is required to maintain records of federal financial assistance and to provide access to such records by federal and state agencies or their designees.

If grantee is a nonprofit institution who is not subject to the provisions of OMB Circular A-133, or is a for-profit organization, grantee shall be subject to the audit requirements of the laws and regulations governing the program(s) in which it participates.

PERIOD SUBJECT TO AUDIT AND AUDIT FREQUENCY

A single audit or organization-wide audit made in accordance with OMB Circular A-128 or OMB Circular A-133, respectively, shall encompass the fiscal period of the grantee and shall be performed on an annual basis. Audits of institutions of higher education may be performed every two years; however, annual audits are encouraged.

Program-specific audits shall cover the period as specified in the applicable laws and regulations.

SUBMISSION OF AUDIT REPORT TO THE COMMONWEALTH

If a single audit or organization-wide audit is made in accordance with the provisions of OMB Circular A-128 or OMB Circular A-133, grantee must submit the audit report within 30 days after completion of the audit, but the audit shall be completed and the report submitted not later than 13 months after the end of the grantee's fiscal year. For program-specific audits, grantee shall have an audit made and the report submitted in accordance with the applicable laws and regulations.

Grantee shall submit five copies of the audit report to the Office of the Budget, Single Audit Coordinator, at:

Commonwealth of Pennsylvania/Office of the Budget
Comptroller Operations/Bureau of Audits
P.O. Box 1326
931 North Seventh Street
Harrisburg, PA 17105-1326

After processing of the report by Comptroller Operations, a copy will be sent to the Department of Transportation.

Technical assistance with respect to OMB Circular A-128 or A-133 entities will be provided by:

Bureau of Audits
Division of Subrecipient Audit Review
P.O. Box 1326
Harrisburg, PA 17105-1326
(717) 783--9120

GENERAL AUDIT PROVISIONS

Grantee is responsible for obtaining the necessary audit and shall secure the services of a public accountant, certified public accountant, or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal financial assistance. However, public accountants licensed with the State Board of Accountancy may perform audits of 100 percent state-funded programs.

Grantee shall prepare a Corrective Action Plan to address all findings of noncompliance or internal control weaknesses disclosed in the audit report. For each finding noted, the Corrective Action Plan should include (1) a description of the finding; (2) the specific steps to be taken to correct the situation or specific reasons why corrective action is not necessary; (3) a timetable for performance of the corrective action steps; and (4) a description of monitoring to be performed to ensure that the steps are taken. The Corrective Action Plan must be submitted together with the audit report, in accordance with the procedures stated above.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the grantee's auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to grantee.

Audit working papers and audit reports shall be retained by the grantee's auditor for a minimum of three years from the date of the audit report, unless the grantee's auditor is notified in writing by the Commonwealth or the cognizant federal agency to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the Commonwealth, the cognizant federal agency or the General Accounting Office.



**FEDERAL NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY CLAUSES
(All Federal Aid Contracts)***

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractor's commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a. **Compliance With Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.

b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment

**Not to be used if otherwise included in Construction or Appalachian Contract Provisions.*

(over)

practices when the contract covers a program set forth in the Regulations.

c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions:** The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

COMMC /HEALTH NONDISCRIMINATION CLAUSE
(All Contracts)



During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training pro-

gram or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

May 11 1993
DATE

Upper Dublin Twp
(FIRM NAME)
BY Gregory N. Kramick
Twp. Secretary
SIGNATURE AND TITLE

CONTRACTOR INTEGRITY PROVISIONS

EXHIBIT F

1. Definitions.

- a. Confidential information means information that is not public knowledge, or illegal advantage to another desiring to contract with the Commonwealth, or disclosure of which would give an unfair, unethical, or illegal advantage to the public on request.
- b. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
- c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
- d. Financial interest means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- f. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- g. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

- 4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- 5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- 6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- 7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- 8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- 9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

- 10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
- 11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and defer and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

RESOLUTION NO. 1494

A RESOLUTION OF THE BOARD OF 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 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, Whitemarsh Township has proposed the development of a parcel of land identified as the Fort Washington Area Sanitary Project, and described in the attached Planning Module, and proposes that such land development be served by sewer extension.

WHEREAS, Upper Dublin Township finds that the Land Development described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plan, and to a comprehensive program of pollution control and water quality management, as it pertains to Upper Dublin Township.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 8th day of June, 1993.

By:

Richard R. Rula
President

Attest:

Gregory N. Klemich
Secretary

Execution and Delivery of Contract Amendment. The President or Vice President of the Board of Commissioners is hereby authorized to execute and deliver the Contract Amendment on behalf of the Township, substantially in the form presented to this meeting with such changes as counsel to the Township may recommend and the signing officer may approve, such approval to be conclusively evidenced by the execution of the Contract Amendment. The Secretary of the Township is hereby authorized to affix the Township seal to the Contract Amendment and to attest the same on behalf of the Township.

1. Approval of Contract Amendment. The form of Contract Amendment between the Township and Davco, substantially in the form presented to this meeting, is hereby approved.

2. NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper Dublin as follows:

WHEREAS, the Township and Davco have agreed upon certain amendments to the Original Contract and a form of Contract Amendment has been presented to this meeting and reviewed by the Board of Commissioners.

WHEREAS, the Original Contract was assigned to the Township in connection with its acquisition of the Plant and related assets from DVISCO in April, 1992; and

WHEREAS, Davis Water & Waste Industries ("Davco") and Delaware Valley Industrial Sewage Co., Inc. ("DVISCO") entered into a contract dated June 26, 1991 (the "Original Contract") under which Davco agreed to design, construct, fabricate and install facilities to expand and improve the sewage treatment plant (the "Plant") then owned by DVISCO; and

APPROVING A CONTRACT AMENDMENT BETWEEN THE TOWNSHIP AND DAVIS WATER & WASTE INDUSTRIES RELATING TO THE EXPANSION OF THE TOWNSHIP'S SEWAGE TREATMENT PLANT; AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONTRACT AMENDMENT AND AUTHORIZING OTHER NECESSARY ACTION WITH RESPECT TO THE EXPANSION PROJECT.

RESOLUTION OF THE BOARD OF COMMISSIONERS

TOWNSHIP OF UPPER DUBLIN

Resolutions
1495

3. Further Action. The proper officers the Township are hereby authorized and directed to execute such further documents and take such further action as may be necessary or desirable in connection with the execution and delivery of the Contract Amendment and such officers are further authorized and directed to proceed with the Plant expansion project in accordance with the terms of the Contract Amendment including preparation, execution and filing of such applications and other documentation as shall be necessary or appropriate to obtain permits for the Plant expansion project from the Pennsylvania Department of Environmental Resources and other governmental agencies, if any, having jurisdiction over such project.

Secretary's Certificate

The undersigned, Secretary of the Township of Upper Dublin hereby certifies that the foregoing is a true and correct copy of a Resolution of the Board of Commissioners of said Township duly adopted by majority vote of such Board at a meeting thereof duly called and held in accordance with the laws of the Commonwealth of Pennsylvania on July 13, 1993, and that a copy of said Resolution has been duly recorded in the minutes of such meeting and is in full force and effect on the date of this Certificate.

Gregory A. Klemick
Secretary

Date: July 13, 1993

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR A PUBLIC STREET SHOWN ON
APPROVED SUBDIVISION PLAN

Resolution No. 1496

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from SAL PAONE, INC. (hereinafter "Grantor") a deed of dedication for a public street to be known as Daisy Lane (hereinafter "Street"), extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved the subdivision plan filed by or on behalf of Grantor showing the street and setting forth lots fronting on the street; and

WHEREAS, Grantor has heretofore improved the street according to Township specifications and has provided the Township with a maintenance bond in proper form guaranteeing the upkeep of the street for a period of eighteen (18) months from the date hereof;

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said street will be opened and dedicated for public use and passage;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township to open and establish as a public right of way a street to be designated Daisy Lane, extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto, is hereby accepted.
2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

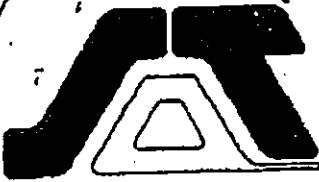
3. Daisy Lane, extending as described in Exhibit "A" attached hereto shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 13th day of July, A.D., 1993.

BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon,
President

Attest: Gregory N. Klemick
Gregory N. Klemick,
Secretary



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
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158 West Main Street
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Fax: (215) 257-1635

December 19, 1991
Revised March 9, 1992

LEGAL DESCRIPTION
DAISY LANE
HOUSTON ESTATES
PROJECT # 1698

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown on a Plan of Subdivision of Houston Estates prepared for Evans Builders, Inc. by C. Raymond Weir Associates, Inc. dated February 20, 1987 as last revised August 16, 1988 as recorded in Plan Book A-50, Page 85 and being more fully described as follows:

BEGINNING at a point said point being the southeasterlymost end of a twenty five foot radial corner formed by the intersection of the southwest sideline of Welsh Road (70 feet wide as widened to 50 feet along the southwest side thereof) and the southeast sideline of Daisy Lane (50 feet wide); thence from said beginning point and extending along a line curving to the left in a northwesterly direction having a radius of 25.00 feet for an arc distance of 38.83 feet to a point on the southeast sideline of Daisy Lane, aforesaid; thence extending along the said sideline the following three (3) courses: (1) South $46^{\circ} 11' 00''$ West, 330.92 feet to a point of curvature; (2) extending along a line curving to the left in a southerly direction having a radius of 125.00 feet for an arc distance of 66.79 feet to a point of common curvature; (3) extending along a line curving to the left in a southerly direction having a radius of 25.00 feet for an arc distance of 27.37 feet to a point of reverse curvature; thence extending along a line along the arc of a cul-de-sac, said cul-de-sac being the southwesterlymost terminus of Daisy Lane: thence extending along a line curving to the right in a northwesterly direction having a radius of 50.00 feet for an arc distance of 239.17 feet to a point of reverse curvature on the northeast sideline of Daisy Lane, aforesaid; thence extending along the said sideline the following four (4) courses: (1) extending along a line curving to the left in a northerly direction having a radius of 25.00 feet for an arc distance of 17.27 feet to a point of reverse curvature; (2) extending along a line curving to the right in a northeasterly direction having a radius of 175.00 feet for an arc distance of 117.37 feet to a point of tangency; (3) North $46^{\circ} 11' 00''$ East, 329.12 feet to a point of curvature; (4) extending along a line curving to the left in a northwesterly direction having a radius of

Professional Engineering/Land Surveying

25.00 feet for an arc distance of 39.71 feet to a point on the southwest ultimate right-of-way line of Welsh Road (70.00 feet wide as widened to 50.00 feet along the southwest side thereof); thence extending along the said sideline and crossing the northeasterlymost terminus of Daisy Lane, South 44° 49' 00" East, 100.24 feet to the point of beginning.

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR STORM SEWER EASEMENTS SHOWN ON
APPROVED SUBDIVISION PLAN

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from SAL PAONE, INC. (hereinafter "Grantor") a Deed of Dedication for three (3) storm sewer easements and storm sewer system therein as more particularly described in Exhibits "A", "B", and "C" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a storm sewer system and subdivision plan filed by or on behalf of Grantor showing the storm sewer system and three (3) easements and setting forth said easements on Lots 1, 2, and 7; and

WHEREAS, Grantor has installed the storm sewer system according to Township specifications and has provided the Township with a maintenance bond in proper form guaranteeing the upkeep of the storm sewer system in the Houston Estates Subdivision for a period of eighteen (18) months from the date hereof; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said three easements and storm sewer system will be dedicated for public use;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

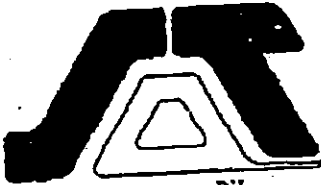
1. That the Deed of Dedication offered to the Township for three (3) easements and a storm sewer system as described on Exhibits "A", "B" and "C" attached hereto is hereby accepted.
2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 13th day of July, A.D., 1993.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon,
President

Attest: Gregory N. Klemick
Gregory N. Klemick,
Secretary



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
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Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 7, 1993

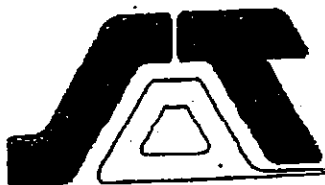
LEGAL DESCRIPTION
HOUSTON ESTATES
STORM SEWER EASEMENT
(LOT 1)
PROJECT #1698

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a 30 foot wide Storm Sewer Easement on a Subdivision Plan of "Houston Estates" prepared for Evans Builders, Inc. by C. Raymond Weir Associates Inc., dated February 20, 1987 as last revised August 1, 1988, and being more fully described as follows:

BEGINNING at a point on the northwest sideline of Daisy Lane (50 feet wide), said point being located, South $46^{\circ} 11' 00''$ West, 190.48, feet from a point, the southwesterlymost end of a 25 foot wide radial corner formed by the intersection of, the Northwest sideline of Daisy Lane aforesaid, and the southwest sideline of Welsh Road, (a state highway) (70 feet wide), (as widened to 50 feet along the southwest side thereof); thence from the said beginning point and extending along the sideline of Daisy Lane, aforesaid, South $46^{\circ} 11' 00''$ West, 30.04 feet to a point in the northeast line of lands of lot 2; thence extending along the said lot 2 lands, North $46^{\circ} 37' 30''$ West, 110.22 feet to a point, in the southeast line of lands of Joseph V. and Constance A. Alexander, thence extending along the said Alexander lands, North $43^{\circ} 22' 30''$ East, 30.00 feet to a point, on the southwest side of a 20 foot wide Sanitary Sewer Easement; thence extending along the said easement, South $40^{\circ} 37' 30''$ East, 111.32 feet to the point of beginning.

EXHIBIT A

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

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(215) 257-5000
Fax: (215) 257-1635

July '7, 1993

**LEGAL DESCRIPTION
HOUSTON ESTATES
DETENTION BASIN EASEMENT
(LOT 1 & LOT 2)
PROJECT #1698**

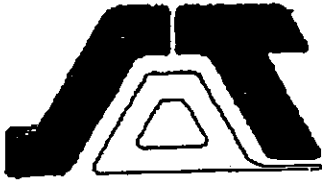
ALL THAT CERTAIN tract or parcel of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a Detention Basin Easement on a Subdivision Plan of "Houston Estates" prepared for Evans Builders, Inc. by C. Raymond Weir Associates Inc., dated February 20, 1987 as last revised August 1, 1988, and being more fully described as follows:

BEGINNING at a point on the northwest sideline of Daisy Lane (50 feet wide), said point being located, South $46^{\circ} 11' 00''$ West, 190.48 feet, from a point, the southwesterlymost end of a 25 foot wide radial corner formed by the intersection of the Northwest sideline of Daisy Lane aforesaid, and the southwest sideline of Welsh Road, (a state highway) (70 feet wide), (as widened to 50 feet along the southwest side thereof); thence from the said beginning point and extending along the sideline of Daisy Lane aforesaid, the following (2) two courses: (1) South $46^{\circ} 11' 00''$ West, 138.64 feet to a point of curvature; (2) extending along a line curving to the left in a southwesterly direction having a radius of 175.00 feet, for an arc distance of 83.84 feet to a point; thence extending on and through the line of lands of lot 2, North $46^{\circ} 37' 30''$ West, 120.68 to a point in the southeast line of lands of Joseph V. and Constance A. Alexander, thence extending along the said Alexander lands, North $43^{\circ} 22' 30''$ East, 220.00 feet to a point, on the southwest side of a 20 foot wide Sanitary Sewer Easement; thence extending along the said easement, and through the line of lands of lot 1, South $46^{\circ} 37' 30''$ East, 111.32 feet to the point of beginning.

EXHIBIT B

OK. A. 1/1/93
7/1/93

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

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July 7, 1993

LEGAL DESCRIPTION
HOUSTON ESTATES
DETENTION BASIN EASEMENT
(LOT #7)
PROJECT #1698.

ALL THAT CERTAIN tract or parcel of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a Detention Basin Easement on a Subdivision Plan of "Houston Estates" prepared for Evans Builders, Inc. by C. Raymond Weir Associates Inc., dated February 20, 1987 as last revised August 1, 1988, and being more fully described as follows:

BEGINNING at a point on the southeast sideline of Daisy Lane, (50 feet wide) said point also being a corner in the line dividing the lands of lot 7 and lot 8; thence from the said beginning point and extending along the said dividing line, South 46° 37' 30" East, 55.00 feet to a point; thence extending on and through the line of lands of lot 7 the following (2) courses: (1) South 27° 11' 00" West, 46.38 feet to an angle point; (2) North 72° 49' 00" West, 80.00 feet to a point, on the southeast sideline of Daisy Lane, aforesaid; thence extending along the said sideline, North 46° 11' 00" East, 80.00 feet to the point of beginning.

4- 21 1/2 1/2
7/8/93

EXHIBIT C

Professional Engineering/Land Surveying

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR SANITARY SEWER EASEMENTS SHOWN ON
APPROVED SUBDIVISION PLAN

Resolution No. 1498

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from SAL PAONE, INC. (hereinafter "grantor") a Deed of Dedication for two (2) sanitary sewer easements and a sanitary sewer system therein as more particularly described in Exhibits "A" and "B" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a sanitary sewer system and the subdivision plan filed by or on behalf of grantor showing the sanitary sewer system and the two (2) easements and setting forth said easements on Lots 1, and 8; and

WHEREAS, grantor has installed the sanitary sewer system according to Township specifications and has provided the Township with a maintenance bond in proper form guaranteeing the upkeep of the public improvements including sanitary sewer system in the Houston Estates Subdivision for a period of eighteen (18) months from the date hereof; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said two easements and sanitary sewer system will be dedicated for public use;

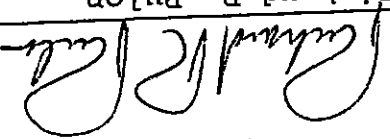
NOW THEREFORE, in consideration of the above, the Board of Commissioners of TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

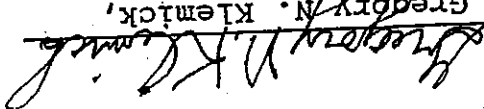
1. That the Deed of Dedication offered to the Township for easements and sanitary sewer system as described on Exhibits "A" and "B" attached hereto, is hereby accepted.

2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the office for the Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 13th day of July, 1993.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon,
President

Attest: 
Gregory N. Klemick,
Secretary



Stout, Tacconelli & Associates, Inc.

744 Sumneystown Pike
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July 7, 1993

**LEGAL DESCRIPTION
HOUSTON ESTATES
SANITARY SEWER EASEMENT
(LOT #1)
PROJECT #1698**

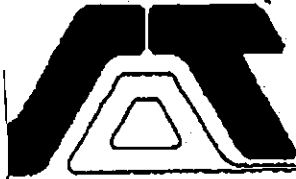
ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a 20 foot wide Sanitary Sewer Easement on a Subdivision Plan of "Houston Estates" prepared for Evans Builders, Inc. by C. Raymond Weir Associates Inc., dated February 20, 1987 as last revised August 1, 1988, and being more fully described as follows:

BEGINNING at a point on the northwest sideline of Daisy Lane (50 feet wide), said point being located, South 46° 11' 00" West, 170.45 feet from a point, the southwesterlymost end of a 25 foot wide radial corner formed by the intersection of the Northwest sideline of Daisy Lane aforesaid, and the southwest sideline of Welsh Road, (a state highway) (70 feet wide), (as widened to 50 feet along the southwest side thereof); thence from the said beginning point and extending along the sideline of Daisy Lane, aforesaid; South 46° 11' 00" West, 20.03 feet to a point; thence extending on and through the line of lands of lot 1, North 46° 37' 30" West, 111.32 feet to a point in the southeast line of lands of Joseph V. and Constance A. Alexander; thence extending along the said Alexander lands, North 43° 22' 30" East, 20.00 feet to a point; thence extending on and through the line of lands of lot 1, aforesaid, South 46° 37' 30" East, 112.97 feet to the point of beginning.

*OK A. Fowler
7/13/93*

EXHIBIT A

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

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July 7, 1993

**LEGAL DESCRIPTION
HOUSTON ESTATES
SANITARY SEWER EASEMENT
(LOT #8)
PROJECT #1698**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a 20 foot wide Sanitary Sewer Easement on a Subdivision Plan of "Houston Estates" prepared for Evans Builders, Inc. by C. Raymond Weir Associates Inc., dated February 20, 1987 as last revised August 1, 1988, and being more fully described as follows:

BEGINNING at a point on the southeast sideline of Daisy Lane, (50 feet wide) said point also being a corner in the line dividing the lands of lot 7 and lot 8; thence from the said beginning point and extending along the sideline of Daisy Lane aforesaid, North $45^{\circ} 11' 00''$ East, 20.03 feet to a point; thence extending on and through the line of lands of lot 8, South $46^{\circ} 37' 30''$ East, 136.91 feet to a point in the northwest line of lands of James O' Reilly ET UX, thence extending along the said O'Reilly lands, South $43^{\circ} 22' 30''$ West, 20.00 feet to a point, a corner in the line dividing the lands of lot 7 and lot 8; thence extending along the said dividing line North $46^{\circ} 37' 30''$ West, 137.89 feet to the point of beginning.

EXHIBIT B

Professional Engineering/Land Surveying

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1499

RESOLUTION TO APPROVE RESIDENCE OF TOWNSHIP MANAGER OUTSIDE THE TOWNSHIP

WHEREAS, according to the Upper Dublin Code, Title 2, Administration, Chapter 3, Township Manager, Section 1.03, Qualification, during the tenure of his office, the Township Manager may reside outside the Township only with the approval of the Board of Commissioners; and

WHEREAS, Township Manager Gregory N. Klemick is desirous of residing outside of the Township of Upper Dublin for good and sufficient reasons.

BE IT RESOLVED, that Township Manager Gregory N. Klemick has the approval of the Board of Commissioners to reside outside the Township of Upper Dublin.

RESOLVED, this 13th day of July, 1993, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon
President

ATTEST:

Gregory N. Klemick
Gregory N. Klemick, Secretary