

UPPER DUBLIN TOWNSHIP RESOLUTIONS

<u>No.</u>	<u>Date</u>	<u>Description</u>
1600	11/12/96	Reduce Contribution to Police Pension Plan 1995
1601	11/12/96	Reduce Contribution to Police Pension Plan 1996
1602	11/12/96	Upper Dublin Public Library participation in MCLINC consortium
1603	11/12/96	Adjust Acting Township Manager's Salary
1604	12/10/96	Budget Adoption for 1997
1605	12/10/96	Permit for Traffic Signalization at Limekiln Pike & Jarrettown Road
1606	12/10/96	Authorize Montgomery Township to apply for DCED Grant for first year Innovation Group Membership fee
1607	12/10/96	School Flashing Warning Device at Meetinghouse Road for Temple University
1608	12/10/96	Grant Application for 2.93 acres from Rhone-Poulenc Rorer
1609	12/10/96	Grant Application for study of Sandy Run Creek Watershed
1610	01/14/97	Accept Deed of Dedication for Dublin Estates
1611	01/14/97	Appointment for Zoning Hearing Board for One Year Term (Passed verbally - no signed Resolution)
1612	02/04/97	Lift Moratorium at the Ambler Sewer Treatment Plant
1613	02/04/97	Amend Moratorium at Upper Dublin Township Sewer Treatment Plant
1614	02/11/97	Deny Land Development Application of Elizabeth Home, Inc.
1615	03/11/97	Appoint Paul A. Leonard Township Manager
1616	03/11/97	Authorize Township Manager to obtain financial assistance under Robert T. Stafford Disaster Relief and Emergency Assistance Act.
1617	03/11/97	Proclaim April 25, 1997 as Arbor Day.

1618	05/13/97	Grant Application for Knife Defense Course.
1619	05/13/97	Support Application for Funding study of Medical Self-Insurance Trust.
1620	05/13/97	Grant Application for 7 acres at Camphill Road and Highland Ave.
1621	05/13/97	Plan Revision Kennedy Tract.
1622	05/13/97	Reimbursement of Sewer Project Expense.
1623	06/10/97	Authorize Cleaning Storm Sewer Pennsylvania Avenue
1624	07/08/97	Approve Donation of Polekoff Real Estate
1625	07/08/97	Accept Deeds of Dedication for Dublin Hunt II
1626	08/12/97	Grant Agreement for Robbins Park Bell Atlantic Easement
1627	08/12/97	Grant Application for 7 acres at Camphill Road and Highland Ave.
1628	08/12/97	Approve Donation of 8 acres at Camphill Road and Highland Ave.
1629	08/12/97	Peco Street Lighting Charges
1630	09/09/97	Integrated Pest Management Policy
1631	10/14/97	Reporting and Pay Over Procedure for Treasurer (tax collector)
1632	10/14/97	PA Drug Reduction Property Program Application
1633	11/11/97	Keystone Grant Application
1634	12/02/97	Amend Civil Service Rules & Regulations
1635	12/09/97	Budget Adoption for 1998
1636	12/09/97	Plan Revision for New Land Development Forrest Creek
1637	12/09/97	Deny Application of The Andorra Group
1638	12/09/97	Amendments to Advisory Boards
1639	01/13/98	Authorize Check Signers for Payroll & Accounts Payable Bank Accounts

1640	01/13/98	To "Pick-Up" Contributions to Police Pension Plan
1641	01/13/98	Set Fidelity Bond Amount for Township Treasurer
1642	02/10/98	Rate of Compensation for Township Solicitor
1643	02/10/98	Rate of Compensation for Township Engineer
1644	02/10/98	Authorizing signing of PennDOT Overlay Project Letter for Raising Manhole Covers
1645	02/10/98	Sell Leaf Mulch
1646	03/10/98	Reduce Contribution to Police Pension Plan for 1998
1647	03/10/98	Adopt Revised By-Laws for Friends of Robbins Park
1648	03/10/98	Encourage Reimbursement to the Montgomery County Library and Information Network Consortium
1649	03/10/98	Adopt Comprehensive Parks and Recreation Plan
1650	04/14/98	Reimbursement for Police Officer Training
1651	04/14/98	Rescind Moratorium at Upper Dublin Wastewater Treatment Plant
1652	04/14/98	Renewal of Twining Valley Golf Club Liquor License
1653	04/14/98	Notice of Change in Officers for PLCB License assuming Michael W. Cassidy
1654	04/14/98	Application for Community Development Block Grant
1655	04/14/98	Disposition or Destruction of Specific Records
1656	04/14/98	PennDOT Project Letter Agreement
1657	05/12/98	Resignation Joseph J. Benyo; Appointment Richard D. Barton as Zoning Officer/Building Officer
1658	05/12/98	Sewer Planning Modules for Coghlan Tract
1659	05/12/98	Authorizing Township Membership in PA League of Cities Municipal Utility Alliance

1660	05/12/98	Authorizing Reimbursement Agreement of PennDOT for Delaware Avenue Bridge
1661	05/12/98	Route 309 Enforcement Grant
1662	05/12/98	Authorizing Application of Seal Coat
1663	05/12/98	Authorizing Raising of Sanitary Sewer Manholes
1664	06/09/98	Termination of Lehigh Valley Dairies Lease Agreement
1665	06/09/98	Approve Cross County Trail Agreement
1666	07/14/98	Upper Dublin Township Police Pension Plan
1667	07/14/98	Engineering and Construction Standards
1668	07/14/98	Approve, Effectuate and Finalize Donation of Novartis Real Estate
1669	07/14/98	Approve, Effectuate and Finalize Purchase of 2.93 Acres Rhone-Poulenc Rorer Real Estate
1670	07/14/98	Authorize Messrs. Gift and Leonard to execute Contract for Keystone Recreation, Park & Conservation Fund Program
1671	08/11/98	Approve Preliminary Plan of Edwards Tract, New Elementary School #720
1672	08/11/98	Amend Resolution No. 1669 for Clarification
1673	08/11/98	Revision to Official Sewage Facilities Plan – Act 537
1674	09/08/98	Amend Act 537 Plan – Elementary School Sewer
1675	10/13/98	Support Application for General Purpose Foreign Trade Zone
1676	10/13/98	Application for Loan for Twining Road Reconstruction Project
1677	10/13/98	Permit for School Flashing Warning Device at Fort Washington Avenue
1678	10/13/98	Permit for School Flashing Warning Device at Limekiln Pike

1679	10/13/98	Highway Restoration Bond Susquehanna Road Sanitary Sewer Extension
1680	10/13/98	Sale of Surplus Equipment
1681	10/13/98	Authorize Application for Municipal Tree Planting Program
1682	11/10/98	Approve, Effectuate and Finalize Donation of Lehigh Valley Dairies Real Estate
1683	12/08/98	Budget Adoption for 1999
1684	12/08/98	Deny application of The Andorra Group – 545 Highland Avenue
1685	01/12/99	Gentry Manor Sewage Facilities Planning Module
1686	01/12/99	Reduce Contribution to Police Pension Plan for 1999
1687	01/12/99	Accept Dedication of Public Improvements Dublin Woods
1688	01/12/99	Accept Dedication of Public Improvements Ashwood Court
1689	01/12/99	Approve Revised Rules and Regulations of Civil Service Commission
1690	02/09/99	Non-Uniform Employee Pension Resolution
1691	02/09/99	Approve Transfer of Twining Valley Golf Course Liquor License to Links Management
1692	03/09/99	Final Plan Approval for “Gentry Manor” Subdivision
1693	04/13/99	Authorize PennDOT Route 309 Off-Route Project, Section 1FF
1694	04/13/99	Authorize PennDOT Route 309 Off-Route Project, Section 2FF
1695	04/13/99	Highway Safety Grant
1696	04/13/99	Authorize Application of Seal Coat
1697	04/13/99	Application for Community Development Block Grant
1698	07/13/99	Disposition or Destruction of Specific Records
1699	08/10/99	Authorize PennDOT Casting Agreements

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 1600

RESOLUTION TO REDUCE CONTRIBUTION TO POLICE PENSION PLAN FOR 1995

WHEREAS, the Act of May 29, 1956, P.L. 1804, as amended Act No. 600 of 1956; 53 P.S. §767 et. seq. provides that a municipality may establish a Police Pension Fund to be maintained by, among other sources, a charge against each member of the Police Department; and

WHEREAS, the Township of Upper Dublin has established the Upper Dublin Township Police Pension Plan pursuant to Ordinance No. 891 adopted on March 14, 1995, and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article I, Police Pension Plan and Pension Fund; and

WHEREAS, Section 35-18 of the Police Pension Plan provides that each member shall contribute to the Plan monthly in an amount equal to not less than 5% of the member's monthly compensation, and that all such contributions shall be made through a payroll deduction system; and

WHEREAS, Act 600, 53 P.S. §772 provides that if an actuarial study shows that the condition of the Police Pension Fund is such that payments into the fund by members may be reduced below the minimum percentages prescribed, and that if such payments are reduced, contributions by the Township will not be required to keep the fund actuarial sound, the Board of Commissioners may, on an annual basis, by ordinance or resolution, reduce payments into the fund by members; and

WHEREAS, pursuant to the Settlement Agreement between Upper Dublin Township and the Upper Dublin Township Police Department, Collective Bargaining Representative for all Township Police Officers, effective for three years commencing on January 1, 1995 and expiring on December 31, 1997, the parties have agreed that the officer's contribution for 1995, in accordance with the determination of the Police Pension Plan actuaries, will be 3.92% of an officer's pay.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs that a charge of 3.92% of each Police Officer's salary will be deducted in monthly installments during the calendar year 1995.

RESOLVED, this 12th day of November, 1996, 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

Frances S. Amey
Frances S. Amey, Secretary

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 1601

RESOLUTION TO REDUCE CONTRIBUTION TO POLICE PENSION PLAN FOR 1996

WHEREAS, the Act of May 29, 1956, P.L. 1804, as amended Act No. 600 of 1956; 53 P.S. §767 et. seq. provides that a municipality may establish a Police Pension Fund to be maintained by, among other sources, a charge against each member of the Police Department; and

WHEREAS, the Township of Upper Dublin has established the Upper Dublin Township Police Pension Plan pursuant to Ordinance No. 891 adopted on March 14, 1995, and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article I, Police Pension Plan and Pension Fund; and

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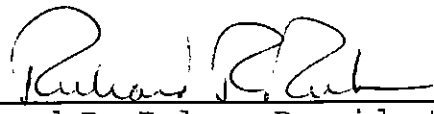
WHEREAS, Act 600, 53 P.S. §772 provides that if an actuarial study shows that the condition of the Police Pension Fund is such that payments into the fund by members may be reduced below the minimum percentages prescribed, and that if such payments are reduced, contributions by the Township will not be required to keep the fund actuarial sound, the Board of Commissioners may, on an annual basis, by ordinance or resolution, reduce payments into the fund by members; and

WHEREAS, pursuant to the Settlement Agreement between Upper Dublin Township and the Upper Dublin Township Police Department, Collective Bargaining Representative for all Township Police Officers, effective for three years commencing on January 1, 1995 and expiring on December 31, 1997, the parties have agreed that the officer's contribution for 1996, in accordance with the determination of the Police Pension Plan actuaries, will be 3.92% of an officer's pay.

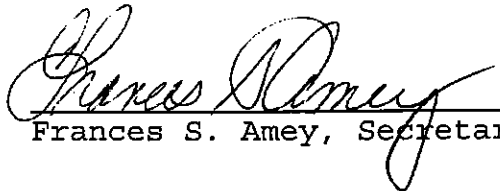
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs that a charge of 3.92% of each Police Officer's salary will be deducted in monthly installments during the calendar year 1996.

RESOLVED, this 12th day of November, 1996, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST


Frances S. Amey, Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1602

RESOLUTION TO AUTHORIZE UPPER DUBLIN PUBLIC LIBRARY
TO BECOME A MEMBER OF THE MONTGOMERY COUNTY LIBRARY
AND INFORMATION NETWORK CONSORTIUM

WHEREAS, the Montgomery County Library and Information Network Consortium ("MCLINC") exists as a consortium of participating member libraries; and

WHEREAS, the Board of MCLINC has advised Upper Dublin Public Library that a resolution by the Board of Commissioners of the Township of Uper Dublin is needed for the Upper Dublin Public Library to be considered as a full participating member of MCLINC with all the rights and privileges thereof; and

WHEREAS, MCLINC is presently engaged in contract negotiations with a vendor to automate a charter group of libraries; and

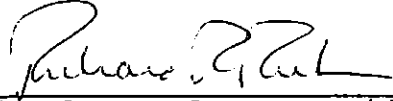
WHEREAS, Upper Dublin Public Library would like to be one of the charter libraries to be automated utilizing the full services offered through MCLINC.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby authorizes the Upper Dublin Public Library to take the appropriate action to become a full participating member of the Montgomery County Library and Information Network Consortium and to be a charter participant in the group of libraries to be automated utilizing the full services offered through the Montgomery County Library and Information Network Consortium.

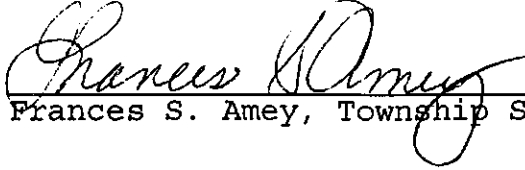
RESOLVED, this 12th day of November, 1996, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: _____


Richard R. Rulon, President

ATTEST:



Frances S. Amey, Township Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1603

RESOLUTION TO SET THE SALARY OF THE ACTING TOWNSHIP MANAGER.

WHEREAS, Paul A. Leonard began working for the Township of Upper Dublin on or about March 4, 1996, as the Deputy Township Manager at an annual salary rate of \$68,000; and

WHEREAS, it was anticipated by Mr. Leonard and the Board of Commissioners that at such time as the Township Manager's position was vacated, Mr. Leonard would fill the position of Township Manager; and

WHEREAS, it was not anticipated by the Board of Commissioners or Mr. Leonard that in the interim, he would be called upon to fill the position of Acting Township Manager; and

WHEREAS, since on or about July 1, 1996, Mr. Leonard has been filling the position of Acting Township Manager; and

WHEREAS, it is the opinion of the Board of Commissioners that Mr. Leonard has been filling the position of Acting Township Manager in a satisfactory manner; and

WHEREAS, the Board of Commissioners recognizes that the position of Acting Township Manager entails more responsibility and time commitment than the position of Deputy Township Manager.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby agrees to compensate Paul A. Leonard at an

annual salary rate of \$72,000 for his services as Acting Township Manager, effective as of July 1, 1996.

RESOLVED, this 12th day of November, 1996, 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:

BY: Frances S. Amey
Frances S. Amey, Secretary

RESOLUTION NO. 1604

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1997.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 1997 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 1997 budget was advertised as required by law and presented at public workshops on November 6th and November 12th, 1996, and,

WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 19th, November 26th and December 3rd, 1996,

WHEREAS, the proposed budget as amended will take effect on January 1, 1997;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibit, for 1997.

ADOPTED this 10th day of December, 1996, A.D.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 

Richard R. Rulon, President

ATTEST: 

Frances S. Amey, Secretary

RESOLUTION NO. 1605

WHEREAS, The Township of Upper Dublin, Montgomery County, desires to erect, operate and maintain a traffic control signal at the intersection of Limekiln Pike and Jarretstown Road, 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 traffic control signal 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, the Township of Upper Dublin will be bound by the following provisions:

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

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

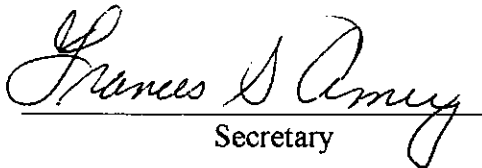
Adopted this 10th day of December, 1996

Signed:



President

Attest:



Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1606

RESOLUTION TO AUTHORIZE MONTGOMERY TOWNSHIP
TO APPLY FOR A DCED INTERGOVERNMENTAL GRANT
TO SUBSIDIZE THE FIRST YEAR INNOVATION GROUP
MEMBERSHIP FEE

WHEREAS, the Montgomery County Consortium of Communities will be operating an inter-municipally, cooperative project to join and benefit from membership in the Innovation Groups; and,

WHEREAS, the Township of Upper Dublin wishes to participate in said inter-municipally, cooperative project; and,

WHEREAS, the Pennsylvania Department of Community and Economic Development makes available grants-in-aid to such projects through the Shares Municipal Services program,

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Upper Dublin hereby authorizes Montgomery Township to make application for such a grant on our behalf.

AND BE IT FURTHER RESOLVED that the Board of Commissioners of the Township of Upper Dublin hereby allocates municipal resources in the amount of \$525.20 to said project.

RESOLVED, this 10th day of December, 1996, 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

Frances S. Amey
Frances S. Amey, Secretary

RESOLUTION NO. 1607

WHEREAS, The Township of Upper Dublin, Montgomery County, desires to erect, operate and maintain a School Flashing Warning Devices Type 2 (15 MPH) on Meetinghouse Road for Temple University, 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 school 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

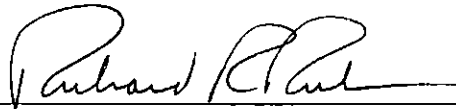
BE IT FURTHER RESOLVED, that, in the event a permit for these devices is approved after proper investigation, the Township of Upper Dublin will be bound by the following provisions:

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

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

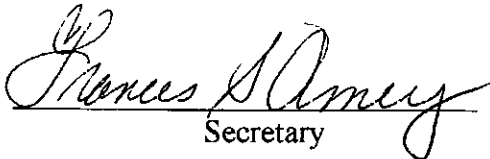
Adopted this 10th day of December 1996

Signed:



President

Attest:



Secretary

RESOLUTION No. 1608

A resolution by the Upper Dublin Township Board of Commissioners authorizing submission of a grant application under the Montgomery County Open Space Acquisition Grant Program for the purpose of acquiring 2.93 acres from Rhone-Poulenc Rorer Pharmaceuticals, Inc.

WHEREAS, the company of Rhone-Poulenc Rorer Pharmaceuticals, Inc. has made 2.93 acres of open space in the Fort Washington Office Park available for purchase by the Commissioners of Upper Dublin Township; and

WHEREAS, the Township's 1994 *Open Space and Environmental Resource Protection Plan* has identified this open space as a high priority for acquisition; and,

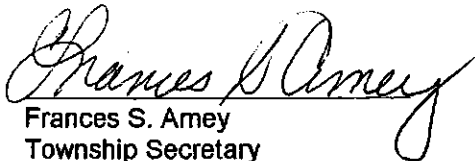
WHEREAS, the Montgomery County Open Space Board has made open space acquisition funds available to Upper Dublin Township through the Municipal Open Space Acquisition Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes its staff to complete and submit an application to the Montgomery County Open Space Board for funding assistance in the purchase of the 2.93 acre open space parcel offered by Wm. H. Rorer, Inc.

Signed this 10th day of December A.D. 1996.



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



Frances S. Arney
Township Secretary

resolutn.wps open space

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1609

WHEREAS, the Department of Environmental Resources has been authorized by the Keystone Recreation, Park and Conservation Fund Act, Act 0 of July 2, 1993, P.L.359 to make grants to municipalities and appropriate organizations for the purpose of rivers protection and conservation, and

WHEREAS, the County of Montgomery is applying for a grant under the Act to do a comprehensive study of the resources for the Sandy Run Creek Watershed; said study to result in a strategy for maintaining or enhancing the Creek's resources and values through formulation of a detailed program of action, and

WHEREAS, one of the elements of support documentation for the grant application is a resolution of support from one or more of the municipalities included in the study area, and

WHEREAS, greater weight will be afforded applications that are accompanied by resolutions from the greatest percentage of affected municipalities, and


WHEREAS, Upper Dublin Township has been asked to give support for the application since the Sandy Run Creek flows through the Township, and

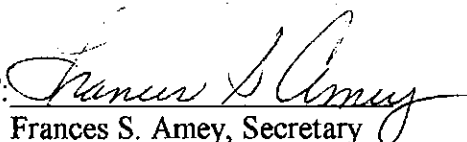
WHEREAS, Upper Dublin Township supports the implementation of measures that result in the protection of natural resources in the Township, including the Sandy Run Creek and its tributaries, and recognizes the importance of having a planning document which addresses the conservation of the resources of the Creek.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners supports the County of Montgomery's application for funding through the Keystone Recreation, Park and Conservation Fund Act to undertake a detailed study of the resources of the Sandy Run Creek and its Tributaries, and which will result in a plan document that outlines a strategy for maintaining or enhancing the Creek's resources and values through formulation of a detailed program of action.

RESOLVED, this 10th day of December, 1996, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
Richard R. Rulon, President

ATTEST: 
Frances S. Amey, Secretary

Misc 7 Jan 97

16 APR 1997
2 57 PM '97
MONTGOMERY COUNTY
PENNA.

RESOLUTION NO. 1610

**RESOLUTION TO ACCEPT DEED OF DEDICATION FOR
FOUR RIGHTS OF WAY FOR PUBLIC STREETS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"DUBLIN ESTATES"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from THE CUTLER GROUP, INC. (hereinafter "Grantor") a Deed of Dedication for four rights of way for public streets (hereinafter together "Streets"), more fully described in Exhibits attached hereto, identified and to be known as follows:

- Ascot Drive Right-of-Way, Exhibit "A"
- Dillon Road Right-of-Way, Exhibit "B"
- Tressler Drive Right-of-Way, Exhibit "C"
- Susquehanna Road Right-of-Way, Exhibit "D"

WHEREAS, the Board of Commissioners of Upper Dublin Township has previously received from Grantor a Deed of Dedication of Easements for public storm and sanitary sewer dated October 13, 1993, and recorded in the Office for the Recording of Deeds in Norristown, Montgomery County, at Book 5129, page 986, for easements as follows:

- 20 foot wide storm sewer easement, lot 6 & lot 7
- 20 foot wide storm sewer easement, lots 10, 11 & 12
- 20 foot wide sanitary sewer easement, lots 13, 17 & 18
- 20 foot wide storm sewer easement, lot 19
- 20 foot wide storm sewer easement, lot 23
- 20 foot wide storm sewer easement, lot 26
- 20 foot wide storm sewer easement, lots 27, 28 & 29
- 20 foot wide sanitary sewer easement, lot 7 and lot 8
- 20 foot wide sanitary sewer easement, lot 23, 24, 25 & 26
- detention basin easement, lot 11 and lot 12
- detention basin easement, lot 6 and lot 7; and;

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Rights of Way for Public Streets, which Subdivision Plan was prepared by Stout, Tacconelli & Associates, Inc., dated January 15, 1993, as last revised September 20, 1993, bearing Plan no. 2176, and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania, at Book A-54, page 290 (hereinafter the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Streets according to Township specifications; and

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

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

1. The Deed of Dedication offered to the Township for the Rights of Way for Public Streets more fully described in Exhibits "A" through "D" attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this subdivision project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated October 1, 1993, covering both the cost of the required improvements and the professional fees;
- D. Written confirmation from the Developer or verbal confirmation by counsel, that the Developer will pay the cost for recording the Deed of Dedication and the Resolution with the Office for the Recording of Deeds and with the Clerk of Courts;
- E. Maintenance Escrow Agreement to guarantee the upkeep of the improvements for a period of at least 18 months from the date of this Resolution.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

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

3. The public streets, as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

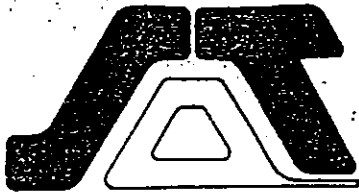
RESOLVED, this 14th day of January, 1997.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Frances S. Amey, Secretary
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By: 
Richard R. Rulon, President



Stout, Tacconelli & Associates, Inc.

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

September 21, 1993
Revised: November 22, 1996

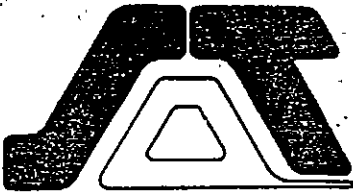
LEGAL DESCRIPTION ASCOT DRIVE PROJECT #2176

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as Ascot Drive on a Plan of Subdivision of Dublin Estates prepared for the Cutler Group, Inc. by Stout, Tacconelli & Associates, Inc. dated January 15, 1993 as last revised September 20, 1993 and being more fully described as follows:

BEGINNING at a point on the Southwest sideline of Susquehanna Road S.R. 2017 (80.00 feet wide), said point being the Southeasterly most end of 25.00 foot radial corner formed by the intersection of the Southeast sideline of Ascot Drive (50.00 feet wide) and the Southwest sideline of Susquehanna Road, aforesaid; thence from the said beginning point and extending along a line curving to left in a Westerly direction having a radius of 25.00 feet, for an arc distance of 39.25 feet to a point of tangency on the Southeast sideline of Ascot Drive, aforesaid; thence extending along the said sideline the following five (5) courses: (1) South 47°06'27" West, 159.86 feet to a point of curvature; (2) extending along a line curving to the left in a Southwesterly direction having a radius of 125.00 feet, for an arc distance of 74.73 feet to a point of tangency; (3) South 12°51'16" West, 54.61 feet to a point of curvature; (4) extending along the line curving to the right in a Southwesterly direction having a radius of 175.00 feet, for an arc distance of 104.62 feet to a point of tangency; (5) South 47°06'27" West, 45.06 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 24.73 feet to a point of tangency on the Northeast sideline of Tressler Drive (50.00 feet wide); thence extending along the said sideline and along the Southwesterly most terminus of Tressler Drive, aforesaid, the following two (2) courses: (1) North 47°21'56" West, 35.43 feet to a point of curvature; (2) extending along a line curving to the right in a Northwesterly direction having a radius of 275.00 feet, for an arc distance of 47.31 feet to a point of tangency, said point also being the Northwesterly most end of a 15.00 foot radial corner formed by the intersection of the Northwest sideline of Ascot Drive, aforesaid, and the Northeast sideline of Tressler Drive, aforesaid; thence extending along the said radial corner along a line curving to the left in a Southeasterly direction having a radius of 15.00 feet, for an arc distance of 24.97 feet to a point of tangency on the Northwest sideline of Ascot Drive, aforesaid; thence extending along the said sideline the following five (5) courses: (1) North 47°06'27" East, 47.46 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 74.73 feet to a point of tangency; (3) North 12°51'16" East, 54.61 feet to a point of curvature; thence extending along a line curving to the right in a Northerly direction having a radius of 175.00 feet, for an arc distance of 104.63 feet to a point of tangency; (5) North 47°06'27" East, 159.79 feet to a point of curvature; thence extending along a line curving to the left in a Northerly direction having a radius of 25.00 feet, for an arc of 39.29 feet to a point of tangency on the Southwest sideline of Susquehanna Road, aforesaid; thence extending along the said sideline and along the Northeasterly most terminus of Ascot Drive, aforesaid, South 42°55'45" East, 100.00 feet to the point of beginning.

CONTAINING 24,465.9 square feet of land, be the same, more or less.



Stout, Tacconelli & Associates, Inc.

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

September 21, 1993
Revised: November 22, 1996

LEGAL DESCRIPTION DILLON ROAD PROJECT #2176

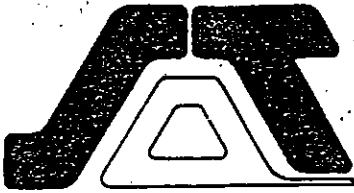
ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as Dillon Road on a Plan of Subdivision of Dublin Estates prepared for the Cutler Group, Inc. by Stout, Tacconelli & Associates, Inc. dated January 15, 1993 as last revised September 20, 1993 and being more fully described as follows:

BEGINNING at a point on the Southwest sideline of Dillon Road (54.00 feet wide), said point also being a corner in the line dividing the lands of Edward J. and Helene J. Ross and the lands of Parcel A; thence from the said beginning point and extending along the said sideline of Dillon Road along a line curving to the left in a Northwesterly direction having a radius of 25.00 feet, for an arc distance of 29.34 feet to a point of reverse curvature; thence extending along the arc of a cul-de-sac, said cul-de-sac being the Northwesterly most terminus of Dillon Road, aforesaid, along a line curving to the right in a Northeasterly direction having a radius of 50.00 feet, for an arc distance of 215.77 feet to a point of tangency on the Northeast sideline of Dillon Road, aforesaid; thence extending along the said sideline South 44°02'05" East, 69.41 feet to a point; thence extending along the Northwesterly most terminus of the existing Dillon Road, aforesaid, South 46°13'42" West, 54.00 feet to the point of beginning.

CONTAINING 9,495.3 square feet of land, be the same, more or less.

EXHIBIT "B"

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

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

September 21, 1993
Revised: November 22, 1996

LEGAL DESCRIPTION TRESSLER DRIVE PROJECT #2176

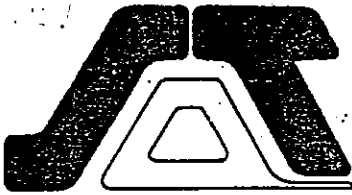
ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as Tressler Drive on a Plan of Subdivision of Dublin Estates prepared for the Cutler Group, Inc. by Stout, Tacconelli & Associates, Inc. dated January 15, 1993 as last revised September 20, 1993 and being more fully described as follows:

BEGINNING at a point on the Northwest sideline of Tressler Drive (50.00 feet wide), said point also being a corner in the line dividing the lands of Bruce M. and Judith Schwartz and the lands of Lot 21; thence from the said beginning point and extending along the said sideline of Tressler Drive the following twelve (12) courses: (1) extending along a line curving to the left in a Northeasterly direction having a radius of 125.00 feet, for an arc distance of 98.68 feet to a point of tangency; (2) North 01°41'29" East, 81.65 feet to a point of curvature; (3) extending along a line curving to the left in a Northerly direction having a radius of 175.00 feet, for an arc distance of 136.73 feet to a point of tangency; (4) North 43°04'32" West, 89.59 feet to a point of curvature; (5) extending along a line curving to the right in a Northeasterly direction having a radius of 125.00 feet, for an arc distance of 194.09 feet to a point of tangency; (6) North 45°53'27" East, 190.24 feet to a point of curvature; (7) extending along a line curving to the right in a Southeasterly direction having a radius of 125.00 feet, for an arc distance of 210.75

feet to a point of tangency; (8) South $37^{\circ}30'29''$ East, 226.85 feet to a point of curvature; (9) extending along a line curving to the left in a Southeasterly direction having a radius 275.00 feet, for an arc distance of 47.31 feet to point of tangency; (10) South $47^{\circ}21'56''$ East, 210.55 feet to a point of curvature; (11) extending along a line curving to the left in a Southeasterly direction having a radius of 175.00 feet, for an arc distance of 167.08 feet to a point of curvature; (12) extending along a line curving to the left in a Northeasterly direction having a radius of 50.00 feet, for an arc distance of 43.92 feet to a point of reverse curvature; thence extending along the arc of a cul-de-sac said cul-de-sac being the Southeasterly most terminus of Tressler Drive, aforesaid, extending along a line curving to the right in a Southerly direction having a radius of 50.00 feet, for an arc distance of 228.67 feet to a point of reverse curvature on the Southeast side of Tressler Drive, aforesaid; thence extending along the said sideline the following twelve (12) courses: (1) extending along a line curving to the left in a Westerly direction having a radius of 50.00 feet, for an arc distance of 32.11 feet to a point of reverse curvature; (2) extending along a line curving to the right in a Northwesterly direction having a radius of 225.00 feet, for an arc distance of 234.83 feet to point of tangency; (3) North $47^{\circ}21'56''$ West, 210.55 feet to a point of curvature; (4) extending along a line curving to the right in a Northwesterly direction having a radius of 325.00 feet, for an arc distance of 55.92 feet to a point of tangency; (5) North $37^{\circ}30'29''$ West, 226.85 feet to a point of curvature; (6) extending along a line curving to the left in a Northwesterly direction having a radius of 75.00 feet, for an arc distance of 126.45 feet to a point of tangency; (7) South $45^{\circ}53'27''$ West, 190.24 feet to a point of curvature; (8) extending along a line curving to the left in a Southwesterly direction having a radius of 75.00 feet, for an arc distance of 116.46 feet to a point of tangency; (9) South $43^{\circ}04'32''$ East, 89.59 feet to a point of curvature; (10) extending along a line curving to the right in a Southwesterly direction having a radius of 225.00 feet, for an arc distance of 175.80 feet to a point of tangency; (11) South $01^{\circ}41'29''$ West, 81.65 feet to a point of

curvature; (12) extending along a line curving to the right in a Southwesterly direction having a radius of 175.00 feet, for an arc distance of 138.16 feet to a point, a corner in the Northeast line of lands of Randall L. and Susan M. Slopek; thence extending along the Northeasterly most terminus of the existing Tressler Drive, aföresaid, North 43°04'32" West, 50.00 feet to the point of beginning.

CONTAINING 91,492.7 square feet of land, be the same, more or less.



Stout, Tacconelli & Associates, Inc.

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

September 21, 1993
Revised: November 22, 1996

**LEGAL DESCRIPTION
SUSQUEHANNA ROAD S.R. 2017
(WIDENING)
PROJECT #2176**

... ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a portion of Susquehanna Road, S.R. 2017, on a Plan of Subdivision of Dublin Estates prepared for the Cutler Group, Inc. by Stout, Tacconelli & Associates, Inc. dated January 15, 1993, as last revised July 6, 1995, and being more fully described as follows:

BEGINNING at a point in the title line of Susquehanna Road, S.R. 2017 (80.00 feet wide), said point being located the following two (2) courses from a point marking the intersection of the centerline of Fort Washington Avenue, S.R. 2022 (50.00 feet wide) with the centerline of Susquehanna Road, aforesaid: (1) extending in a Southeasterly direction along the aforementioned centerline of Susquehanna Road, 601.9 ± feet to a point; (2) South 46°59'21" West, 5.67 feet to a point; thence from the said beginning point and extending along the said title line of Susquehanna Road, South 43°03'00" East, 909.16 feet to a point; thence leaving the bed of Susquehanna Road, South 46°13'42" West, 36.26 feet to a point on the Southwest sideline of Susquehanna Road, aforesaid; thence extending along the said sideline, North 42°55'45" West, 909.63 feet to a point in the Southeast line of lands of Joseph W. and Carol S. Shaw; thence extending along the said Shaw lands North 46°59'21" East, 34.33 feet to the point of beginning.

CONTAINING 32,095.8 square feet of land, be the same, more or less.

EXHIBIT "D"

Professional Engineering/Land Surveying

Metropolitan Abstract, Inc.

Representing



INDUSTRIAL VALLEY TITLE
INSURANCE COMPANY

November 19, 1996

Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, Pa 19034

Re: Dedication...Dublin Estates...The Cutler Group Inc. to
Township of Upper Dublin

To Whom it may Concern:

This is to certify that the Rights of Way described in the
accompanying Deed of Dedication from The Cutler Group Inc.
to Township of Upper Dublin are free and clear of any liens
or encumbrances.

Very truly yours,



Joseph E. Mc Gowan

jtm:etd

RESOLUTION NO. 1611

**RESOLUTION TO APPOINT MEMBERS
TO THE ZONING HEARING BOARD
FOR ONE YEAR TERM**

Robert Sandy	December 31, 1996
Gilbert P. Cohen	December 31, 1996
Theresa Willox (Alternate)	December 31, 1996

This Resolution was passed by a verbal motion on January 14, 1997.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1612

RESOLUTION TO LIFT MORATORIUM AT THE
AMBLER SEWER TREATMENT PLANT

WHEREAS, waste water from certain areas of Upper Dublin Township is presently processed at the Ambler Sewer Treatment Plant; and

WHEREAS, because of hydraulic overloads and restricted flow lines, by Resolution No. 1473 dated September 22, 1992, the Board of Commissioners declared a moratorium on directing or authorizing any additional flow from Upper Dublin Township into the Ambler Sewer Treatment Plant through pumping stations or gravity interceptors, until such time as the Commissioners determined that the pumping stations or interceptors had been upgraded to adequately handle additional capacity; and

WHEREAS, major interceptors along Bellaire Avenue and the Honey Run Creek have now been enlarged and reconstructed in order to accommodate future sewer flows; and

WHEREAS, based on a written memorandum from the Public Works Department the Board of Commissioners have hereby determined that the pumping stations and gravity interceptors in Upper Dublin Township are now able to handle additional capacity from future developments which will flow into the Ambler Sewer Treatment Plant;

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby lifts the moratorium on flow from Upper Dublin Township into the Ambler Sewer Treatment Plant that was heretofore established by Resolution dated September 22, 1992.

RESOLVED, this 4th day of February, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: Richard R. Rulon
Richard R. Rulon, President

ATTEST:

Frances S. Amey
Frances S. Amey, Secretary
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UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1613

RESOLUTION AMEND MORATORIUM AT UPPER DUBLIN TOWNSHIP
SEWER TREATMENT PLANT

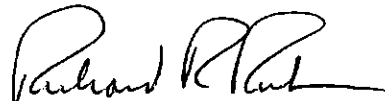
WHEREAS, pursuant to Resolution No. 1474 dated September 22, 1992, the Board of Commissioners imposed a moratorium on directing or authorizing the flow of any additional equivalent dwelling units (EDU's) to the Upper Dublin Township Sewer Treatment Plant; and

WHEREAS, by written study and recommendation dated January 22, 1997, the Township's consulting engineer, O'Brien and Gere, has recently advised that the Upper Dublin Sewer Treatment Plant has the capacity to handle an additional 230 EDU's; and

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby amends the previously imposed moratorium on additional connections into the Upper Dublin Township Sewer Treatment Plant to permit the connection of an additional 230 EDU's.

RESOLVED, this 4th day of February, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary
g:\ud\ord\resolutn\sewmora.res

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1614

RESOLUTION TO DENY LAND DEVELOPMENT APPLICATION
OF ELIZABETH HOME, INC.

WHEREAS, on December 22, 1994, an application for preliminary approval for an addition to the Elizabeth Home Personal Care Facility located at 1818 Butler Pike, Upper Dublin Township, was submitted by the Kwait Organization on behalf of the owner, Elizabeth Home, Inc.; and

WHEREAS, the applicant has submitted numerous written requests to extend the 90 day review period with the most recent request extending the review period through February 11, 1997, which is the date hereof; and

WHEREAS, the application must now be acted upon by the Board of Commissioners.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby denies the land development application of Elizabeth Home, Inc. for preliminary approval, pursuant to Section 508 of the Pennsylvania Municipalities Planning Code, for the following reasons¹:

¹ On January 10, 1995 the Board of Commissioners adopted a new codification of Township ordinances. This plan has been reviewed for compliance with the ordinances in effect on December 22, 1994, the date the plan was filed, unless it appears the amendments made when the new codification was enacted are more favorable to the applicant. For ease of reference, the Pre-January

1. The property is in an A Residential Zoning District and the building on the property is used as a Personal Care Facility, a use which is not permitted under Title 10, Zoning, of the Upper Dublin Township Code, Article 5 thereof, General Provisions Governing Residential Districts, Section 5.01. Since the use of the property predated the Zoning Code, it is permitted to continue in operation as a non-conforming use.

2. For the reasons set forth below, the plan fails to conform with Title 10 of the Upper Dublin Township Code, Article 13, Non-Conforming Use, Section 13.05, Extension, which provides as follows:

Sec. 13.05 Extension

Any lawful non-conforming use of a portion of a building may be extended throughout the building and any lawful conforming building or any building of which a lawful non-conforming use is made may be extended upon the lot occupied by such building and held in single and separate ownership on the effective date of this ordinance, provided, that the area of such building shall not be increased by more than a total of twenty-five (25%) percent of the area of such building on which a lawful non-conforming use is made, and provided further that any structure, alteration, extension or addition shall conform with all the height, area, width, yard and coverage requirements for the District in which it is located.

The interpretation of this language is governed in part by the definitional section of the Upper Dublin Township Zoning Code, Article 2, Section 2.01, which provides as follows:

F. Building Area. The aggregate of the maximum horizontal cross-section areas of all buildings or structures on a lot above the ground level, measured at the greatest outside dimensions, excluding cornices, eaves, gutters, or

10, 1995 code will be referred to herein as the "Upper Dublin Township Code" and the new codification will be referred to as the "Recodified Upper Dublin Township Code."

chimneys projecting not more than eighteen (18) inches, bay windows not extending through more than one (1) story and not projecting more than five (5) feet, steps and balconies.

AM. Use. The purpose for which either land or building is occupied, arranged, designed or intended or for which either land or building is or may have been acquired or occupied.

The plan also fails to conform with Chapter 255 of the Recodified Upper Dublin Township Code, Zoning, Article XX, Non-Conforming Uses, Section 255-143 and Section 255-147, interpreted in light of the definition of Gross Floor Area found at Section 255-7 of the Zoning Code, which sections provide as follows:

Section 255-143 - Buildings.

Any lawful building or the lawful use of any building existing at the time of the passage of this Chapter that does not conform to use, height, location, size or bulk regulations of the district in which it is located shall be considered a non-conforming building or use and they continue such use in its present location, but shall be subject to the regulations covering non-conforming uses.

Section 255-147 - Extension and Expansion.

A lawful non-conforming use may be expanded or extended when authorized as a special exception, subject to the following limitations:

- B. The total of all increases in the area devoted to the use shall not exceed twenty-five percent (25%) of the area devoted to the use on August 20, 1956, or on the date the use became non-conforming, whichever is later. The term "area devoted to the use" means the total of the floor area and, for any portions of the use not conducted in a building, the total of the lot area actually utilized in connection with the non-conforming use.

Section 255-7. Definitions

Gross Floor Area - the total floor area measured to the outside of the exterior walls of a building, exclusive of open courts.

Comment:

The right of expansion of this building has been agreed upon by Stipulation in settlement of an appeal to the Commonwealth Court of Pennsylvania from a decision of the Upper Dublin Township Zoning Hearing Board which was affirmed by the Court of Common Pleas. The agreement set forth in that Stipulation with respect to the expansion of the building is as follows:

"Landowners' applications shall be granted to allow a twenty-five percent (25%) expansion of the area of the building now devoted to the personal care home use."

The applicant has failed to submit to the Township documents which would confirm the area of the building devoted to the personal care home use in October, 1992, the date the Stipulation was entered into. Based on a letter dated September 20, 1990, applicant asserted that 19,800 square feet, including the entirety of the basement, first floor, second floor, and third floor, constitute the area of the building devoted to the personal home care use. However, it has been represented to the Board of Commissioners that the third floor was used and occupied at the time as an apartment, it formerly having been the personal residence of the owners of the premises. Also, while the basement is occupied by a kitchen and a pantry, it also houses storage areas and one or more heater rooms.

There are several interpretations which have been given to the phrase "area of the building now devoted to the personal care home use." They are as follows:

I. The Applicant asserts that the phrase "area of the building" refers to the sum of all floor areas, including the basement and third floor apartment. During the review process, and at the insistence of the Township, Applicant submitted plans showing 19,764.9 square feet as the totality of all floor areas in the building. The Upper Dublin Township Engineer has determined that these measurements include 2,107 square feet of exterior porches and entrance ways, not properly includable in the calculation of gross floor area. Thus the total floor area, using the applicant's measurements and assuming all portions of the building were devoted to the personal care home use in October, 1992, consists of 17,657 square feet. This would permit a twenty-five percent (25%) expansion of 4,412.5 square feet. The applicant proposes a new one story addition consisting of 4,740 square feet, which is in excess of the twenty-five percent (25%) permissible expansion.

II. Based on the somewhat inconclusive information submitted by the applicant to the Board, it appears to the Board that neither the basement nor the third floor should be included in determining the area devoted to the personal care home use in October, 1992, since these areas were not actually utilized in connection with the non-conforming use. Further, the definition of "building area" in the Code at the time the stipulation was entered into, excluded below ground areas, so no portion of the basement should be included even if it was used directly for personal care purposes.

The first floor area, exclusive of porches and steps (ie. that

portion within the walls of the building) measures 9332 square feet (11,439 sq. ft. as measured by the applicant less 2107 sq. ft. for the outside porches and steps). The second floor area is 2171 sq. ft. Thus the total area to be considered for expansion is 11,503 sq. ft. of gross floor area, 25% of which is 2875.75 sq. ft.

III. Finally, it appears to the Board that "area of the building" could be interpreted to refer to the cross-section of the area of one floor measured above ground level, not to the sum of floor areas. The cross-section of the building measured above ground level is 9333 sq. ft. Thus the applicant is entitled to expand the footprint of the building by 2333 sq. ft. (25% of 9332 sq. ft). However, that expansion could be a multi-story one as permitted in an A Residence District. Applicant proposes to expand the footprint of the building by 4,740 sq. ft. in violation of the Code sections referenced above.

Although this third interpretation is not the one viewed by the Board as the most reasonable, it appears that under this as well as the other two interpretations set forth above, the applicant's plan does not conform to the requirements of the Upper Dublin Township Code as it relates to the expansion permitted by the settlement stipulation.

3. Title X of the Upper Dublin Township Code, Zoning, Article IX, Off-Street Parking and Loading, Section 9.03 provides as follows:

Section 9.03 - Required Off-street Loading and Unloading.

In addition to the required off-street parking spaces, the foregoing uses shall be provided with adequate off-street loading space.

Applicant's plans do not provide for any off-street loading space, in violation of the above provisions.

4. Section 212-32 of the Recodified Upper Dublin Township Code, Landscaping, Subsection F(4) sets forth Parking area landscaping requirements.² The Preliminary Plan is required by Section 212-32 (C) to include a landscape plan meeting the requirements of this section. Applicant's landscape plan does not show any landscaping for the parking area the construction of which applicant has requested be deferred to some future date.³

5. Title 9 of the Upper Dublin Township Code, Section 4.12 Erosion and Sediment Control, requires that on tracts of one acre or more, no grading, excavating, removal or destruction of the topsoil, etc. shall be commenced until a plan for minimizing erosion has been approved. Applicant proposes to demolish certain structures on this property prior to commencing construction. No plan showing sediment and erosion control measures has been presented for the demolition phase of the project.

² The landscape provisions in the Recodified Upper Dublin Township Code do not appear in the Upper Dublin Township Code since they were enacted on December 13, 1994, nine days before Applicant submitted its preliminary land development plan and were first set out in a printed code with the enactment of the Recodified Upper Dublin Township Code on January 10, 1995.

³ The Applicant requested that the construction of 29 required parking spaces be deferred to some future date when the need for such spaces had been determined through experience.

6. The paving specifications submitted by the applicant fail to conform to the private street paving specifications as required by Title 9 of the Upper Dublin Township Code, Section 4.02(2)(a) which provides as follows:

(a) Construction of driveways to be used as private streets shall conform to minimum design standards for residential streets, other than those standards applicable to rights-of-way, width, curbing and shoulder grading.

RESOLVED, this 11th day of February, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS

BY: Richard R. Rulon
Richard R. Rulon, President

ATTEST:

BY: Frances S. Amey
Frances S. Amey, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1615

RESOLUTION TO APPOINT TOWNSHIP MANAGER

WHEREAS, pursuant to Chapter 25 of the Township Code, the Township Manager shall be appointed by a majority of all the members of the Board of Commissioners to serve at the will of the Board; and

WHEREAS, the Township Manager shall be chosen solely on the basis of his executive and administrative abilities with special emphasis on the duties of his office outlined in the Township Code; and

WHEREAS, Paul A. Leonard began working for the Township of Upper Dublin on or about March 4, 1996, as the Deputy Township Manager; and

WHEREAS, since on or about July 1, 1996, Mr. Leonard has been serving the Township in the position of Acting Township Manager; and

WHEREAS, it was anticipated by Mr. Leonard and the Board of Commissioners that at such time as the Township Manager's position was vacated, Mr. Leonard would fill the position of Township Manager; and

WHEREAS, the position of Township Manager is now vacated; and

WHEREAS, upon his appointment to the position of Manager, the Manager must become and during his or her tenure remain, a resident of the Township unless the Board approves otherwise; and

WHEREAS, Paul A. Leonard is presently a resident of the Township of Upper Dublin; and

WHEREAS, further pursuant to Township Code, Chapter 25, the Board of Commissioners may direct the Township Manager to hold other municipal offices; and

WHEREAS, the Board of Commissioners desires the Township Manager to serve as the Secretary to the Board of Commissioners.

BE IT RESOLVED, that a majority of the members of the Board of Commissioners of Upper Dublin Township hereby appoints Paul A. Leonard as the Township Manager, effective as of this date, and

further directs Paul Leonard in his capacity as Township Manager to also serve as the Secretary of the Board of Commissioners.

RESOLVED, this 11th day of March, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary
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DESIGNATION OF AGENT

RESOLUTION NO. 1616

BE IT RESOLVED BOARD OF COMMISSIONERS OF TOWNSHIP OF UPPER DUBLIN
(Governing Body) (Public Entity)


THAT PAUL A. LEONARD, TOWNSHIP MANAGER
(Name) (Title)

is hereby authorized to execute for and in behalf of

TOWNSHIP OF UPPER DUBLIN

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 11TH day of MARCH, 1997.

, PRESIDENT, BOARD OF COMMISSIONERS
(Name) (Title)

_____, _____
(Name) (Title)

_____, _____
(Name) (Title)

*Jonathan Blemer
has original.*

_____, _____
(Name) (Title)

_____, _____
(Name) (Title)

CERTIFICATION

I, FRANCES S. AMEY, duly appointed and SECRETARY
(Name) (Title)

of TOWNSHIP OF UPPER DUBLIN, do hereby certify that the above is a true and correct copy of
(Public Entity)

a resolution passed and approved by the BOARD OF COMMISSIONERS
(Governing Body)

of TOWNSHIP OF UPPER DUBLIN on the 11TH day of MARCH 1997.

 SECRETARY MARCH 11, 1997
(Signature) (Official Position) (Date)

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1617

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby proclaim April 25, 1997 as

ARBOR DAY

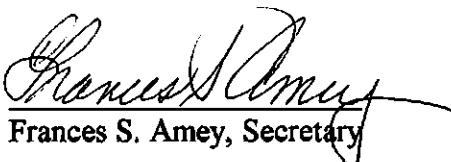
in the Township of Upper Dublin, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 11th day of March, A.D. 1997.

ATTEST:

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN


Frances S. Amey, Secretary

By: 
Richard R. Rulon, President

RESOLUTION

RESOLUTION NO. 1618

AND NOW, this 13th day of MAY, 19 97, the

TOWNSHIP OF UPPER DUBLIN, of MONTGOMERY
(NAME OF POLITICAL SUBDIVISION) (NAME OF COUNTY)

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

BE IT RESOLVED by the TOWNSHIP OF UPPER DUBLIN, and it is
(NAME OF POLITICAL SUBDIVISION)
hereby resolved by the authority of same:

THAT the TOWNSHIP OF UPPER DUBLIN hereby agrees
(NAME OF POLITICAL SUBDIVISION)

that while receiving any funds from the Commonwealth of Pennsylvania pursuant to said Act,

the TOWNSHIP OF UPPER DUBLIN shall
(NAME OF POLITICAL SUBDIVISION)

adhere to the rules, regulations and training standards established by the Municipal Police Officers' Education and Training Commission.

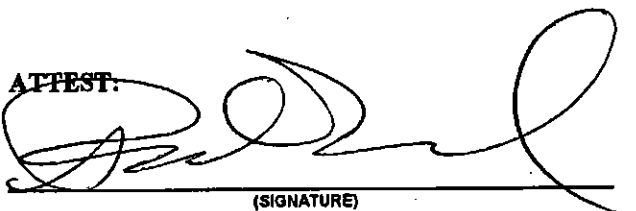
IN WITNESS WHEREOF the TOWNSHIP OF UPPER DUBLIN hereby authorizes
(NAME OF POLITICAL SUBDIVISION)
the execution and attestation of this RESOLUTION the date first above written.

by: 
(SIGNATURE - HEAD OF POLITICAL SUBDIVISION)

RICHARD R. RULON
(TYPED NAME - HEAD OF POLITICAL SUBDIVISION)

PRESIDENT, BOARD OF COMMISSIONERS
(TITLE - HEAD OF POLITICAL SUBDIVISION)

SEAL

ATTEST:

(SIGNATURE)

PAUL A. LEONARD
(TYPED NAME)

SECRETARY
(TITLE)

RESOLUTION NO. 1619

WHEREAS, the Department of Community and Economic Development has made funds available under the Shared Municipal Services Program for municipalities to discover those functions they can provide more efficiently and effectively together than they can separately, and

WHEREAS, the Montgomery County and Bucks County Council of Government is applying for a grant under the Act to conduct a study of the feasibility of creating a medical self-insurance trust; said study to result in a strategy for creating and maintaining such a trust, and

WHEREAS, one of the elements of support documentation for the grant application is a resolution of support from the municipalities included in the study, and

WHEREAS, Upper Dublin Township is interested in the feasibility of creating a medical self-insurance trust to provide low cost, quality medical coverage for its employees; and

WHEREAS, Upper Dublin Township is committed to providing quality health care services to its employees while saving taxpayer money, and recognizes the potential savings associated with the creation of an insurance trust based on the elimination of profit margins and the creation of economies of scale, and

NOW, THEREFORE, BE IT RESOLVED: That the Board of Commissioners of Upper Dublin Township supports the Montgomery County and Bucks County Council of Government's application for funding through the Pennsylvania Department of Economic and Community Development Shared Municipal Services Program to under-take a detailed study of the feasibility of creating a medical self-insurance trust, and which will result in a plan document that outlines a strategy for creating and maintaining such a trust.

ADOPTED this 13th day of May, 1997.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

Richard R. Rulon, President

ATTEST



Paul A. Leonard, Secretary

RESOLUTION No. 1620

A resolution by the Upper Dublin Township Board of Commissioners authorizing submission of a grant application under the Montgomery County Open Space Acquisition Grant Program for the purpose of acquiring 7.0 acres from Delaware Valley Industrial Properties.

WHEREAS, Delaware Valley Industrial Properties has made 7.0 acres of open space at the northeast corner of Camphill Road and Highland Avenue available for purchase by the Commissioners of Upper Dublin Township; and,

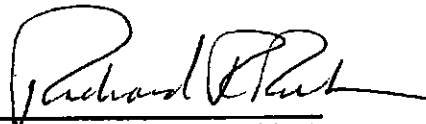
WHERE, since 1975 the Township has developed, used and maintained this location for youth and adult sport playing fields under a 25 year lease with Delaware Valley Industrial Properties; and,

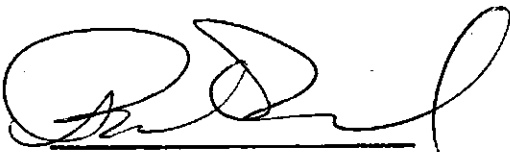
WHEREAS, the Township's 1994 *Open Space and Environmental Resource Protection Plan* has identified this developed open space as a high priority for acquisition; and,

WHEREAS, the Montgomery County Open Space Board has made open space acquisition funds available to Upper Dublin Township through the Municipal Open Space Acquisition Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes its staff to complete and submit an application to the Montgomery County Open Space Board for funding assistance in the purchase of the 7.0 acre open space parcel offered by Delaware Valley Industrial Properties.

Signed this 13th day of May A.D. 1997.


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


Paul A. Leonard
Township Secretary

1-41857-74-38

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) ~~(COMMISSIONERS)~~ ~~(BOARDS)~~ OF UPPER DUBLIN
(TOWNSHIP) ~~(BOROUGH)~~ 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 of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS RESHETAR GROUP, INC. has proposed the development of a parcel of land identified as
land developer
KENNEDY SUBDIVISION, and described in the attached Sewage Facilities Planning Module,
name of subdivision
and proposes that such subdivision be served by: (circle all that apply) sewer tap-ins sewer extension, new treatment facility, individual on-lot systems, community on-lot systems, spray irrigation, retaining tanks, other, (please specify)

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

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) ~~(Commissioners)~~ ~~(Boards)~~ of the (Township) ~~(Borough)~~ of UPPER DUBLIN 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.

[Signature], Secretary, UPPER DUBLIN
(Signature)

Township Board of Supervisors ~~(Board of Commissioners)~~ ~~(Board of Supervisors)~~, hereby certify that the foregoing is a true copy of the Township ~~(Borough)~~ Resolution # 1621, adopted May 13, 1997.

Municipal Address:
Upper Dublin Township
801 Loch Ash Avenue
Fort Washington, PA 19034
Telephone: (215) 643-1600

Seal of
Governing Body

TOWNSHIP OF UPPER DUBLIN

RESOLUTION OF THE BOARD OF COMMISSIONERS

AUTHORIZING THE REIMBURSEMENT OF PRIOR EXPENDITURES OF FUNDS FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED FOR THE FINANCING OF A SEWER PROJECT

WHEREAS, the Township of Upper Dublin (the "Issuer") has determined to undertake a project consisting of capital improvements to its sewage treatment plant (the "Project"); and

WHEREAS, the Issuer intends to finance a portion of the costs of the Project by the issuance of its bonds, notes or other obligations (the "Bonds") and intends to use a portion of the proceeds of the Bonds to reimburse itself for original expenditures paid prior to the date of issuance of the Bonds; and

WHEREAS, no portion of the Project has yet been placed in service; and

WHEREAS, this Resolution is intended to constitute a statement of "Official Intent" pursuant to Treasury Regulations §1.150-2, T.D. 8476 (the "Treasury Regulations").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Issuer that:

1. In accordance with the Treasury Regulations, the Issuer hereby states its intention that a portion of the proceeds of the Bonds will be used to reimburse itself for Project expenditures paid prior to the date of issuance of the Bonds, including fees and expenses of the Consulting Engineers retained for the Project. All capitalized terms used herein and not otherwise defined have the same meaning as ascribed to them in the Treasury Regulations. All original expenditures to be reimbursed will be capital expenditures as defined in the Treasury Regulations.

The maximum principal amount of the Bonds to be issued to reimburse the costs of the Project paid prior to their issuance is \$750,000 and the estimated total amount of Bonds expected to be issued for the Project is \$5,000,000.


2. The Issuer shall allocate Bond proceeds to reimburse a prior expenditure by making the allocation on its books and records maintained with respect to the Bonds; provided that such costs to be reimbursed were paid not more than 60 days prior to the date of adoption of this Resolution. Such allocation shall specifically identify the actual original expenditure to be reimbursed and shall be made within the time provided for in the Treasury Regulations.

3. The Bond proceeds used to reimburse the Issuer for original expenditures will not be used within 1 year after the allocation in a manner that results in the creation of replacement proceeds (as defined in Treasury Regulation §1.148-1) for the Bonds or for other bonds.

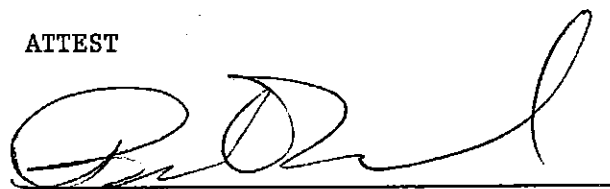
4. This Resolution is effective immediately.

ADOPTED: May 13, 1997

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
Richard R. Rulon, President

ATTEST


Paul A. Leonard, Secretary

LeonDOT
Has original

RESOLUTION NO. 1623

BE IT RESOLVED, by authority of the TOWNSHIP OF UPPER DUBLIN
(Name of governing body)

of the UPPER DUBLIN TOWNSHIP, MONTGOMERY County, and it
(Name of Municipality)

is hereby resolved by authority of the same, that the PRESIDENT, BOARD OF COMMISSIONERS of
(designate official title)

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.
(designate official title)

ATTEST:
UPPER DUBLIN TOWNSHIP
(Name of Municipality)
SECRETARY Paul A. Leonard By: Richard R. Rulon PRESIDENT
(Signature and designation of official title) (Signature and designation of official title)
PAUL A. LEONARD RICHARD R. RULON

I, RICHARD R. RULON, PRESIDENT, BOARD OF COMMISSIONERS
(Name) (Official title)

of the TOWNSHIP OF UPPER DUBLIN, do hereby certify that the foregoing
(Name of governing body and Municipality)

is a true and correct copy of the Resolution adopted at a regular meeting of the

BOARD OF TOWNSHIP COMMISSIONERS, held the 10TH day of JUNE, 1997.
(Name of governing body)

DATE: 6/10/97
Richard R. Rulon
(Signature and designation of official title)
RICHARD R. RULON, PRESIDENT

NOTE: Signatures on Page 3 of the Agreement must conform with signatures on this Resolution.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE SERVICES

AGREEMENT NO _____
FID #: _____

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 DUBLIN 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,

WHEREAS, the COMMONWEALTH is desirous of obtaining the assistance of the MUNICIPALITY to carry out 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 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, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows:

1. The MUNICIPALITY shall, using equipment owned or leased by the MUNICIPALITY and using its own materials 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 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 hereof, 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 September 30, 1992 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") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "E").
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 FOURTHOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$ 4760) 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:

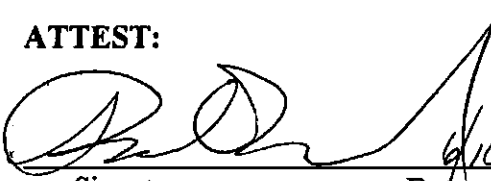
Signature Date

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BY _____

Secretary of Transportation Date

ATTEST:

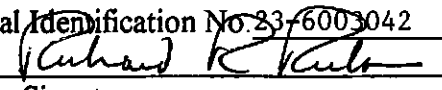


Signature Date 6/10/97

SECRETARY PAUL A. LEONARD

Title

MUNICIPALITY UPPER DUBLIN TOWNSHIP

Federal Identification No. 23-6003042
BY  6/10/97
Signature RICHARD R. RULON Date

PRESIDENT, BOARD OF COMMISSIONERS

Title

APPROVED AS TO LEGALITY
AND FORM

Signature Date

Chief Counsel Title

RECORDED NO. _____
Certified Funds Available Under
Activity Program _____
SYMBOL _____
AMOUNT _____

BY _____
Signature Date

Comptroller _____
APPROVED FOR OFFICE OF THE BUDGET

BY _____
Signature Date

Comptroller _____
Title

"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 _____; _____."

Preapproved Form: OGC No. 18-K-220
Appv'd OAG 04/12/84

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EXHIBIT "A"

AGREEMENT NO. _____ MUNICIPALITY Upper Dublin Twp. COUNTY Montgomery

SR 2027

Segment 0080/0526

Pennsylvania Ave. near Commerce Drive

EXHIBIT "B"

AGREEMENT NO. _____ MUNICIPALITY Upper Dublin Twp. COUNTY Montgomery

Clean 4' x 6' Culvert

100 Lin. Ft. @ \$23.80/Foot = \$2380 x 2 Years = \$4760.00

EXHIBIT "C" COMMONWEALTH NON-DISCRIMINATION CLAUSE

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees 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 employees, 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, handicap, 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 or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance 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 program or other source of recruitment will result in the exclusion of minority group persons, to that Contractor will be unable to meet its obligations under this non-discrimination 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 noncompliance 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.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
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.

EXHIBIT "D" COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS

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

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 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 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, 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 or 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 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 agree 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 shall accept or agree to accept, or give or agree to give, 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, or debar or 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 "E" PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under the contract. As a condition of accepting and executing this contract, the Contractor 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 contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1. above.

RESOLUTION NO. 1624

**RESOLUTION TO APPROVE,
EFFECTUATE AND FINALIZE
DONATION OF REAL ESTATE**

*Original
Nigh Swartz
Roberts & Heddell*

WHEREAS, the Board of Commissioners of the Township of Upper Dublin, is desirous of approving, effectuating and finalizing the donation of Parcel No. 54-00-06307-00-2 located on the Northwestern side of Fitzwatertown Road, Upper Dublin Township (hereinafter "the Property"), by Siy Polekoff (hereinafter "Polekoff") to the Township of Upper Dublin (hereinafter "Township"); and

WHEREAS, the acceptance of the Property by the Township is contingent upon receipt of an acceptable environmental study acceptable; and

WHEREAS, the Township has agreed to pay those transfer taxes associated with the transaction which are not waived by the various taxing authorities; and

WHEREAS, the Township is appreciative of the generosity and consideration of Siy Polekoff to the Township.

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

1. That the Township Manager or his designee be and is hereby delegated authority to take all necessary action to effectuate the transfer of title to the Property from Polekoff to the Township, including but not limited to signing the Purchaser's affidavit, attending settlement and signing the settlement sheet on behalf of the Township;

2. That the Township Manager shall proceed to settlement only upon receipt of an environmental report acceptable to the Township Manager;

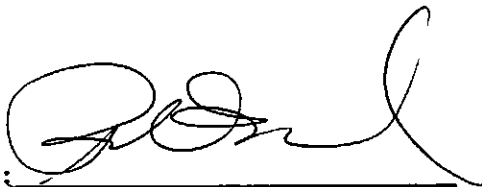
3. That the Township Manager be and is hereby authorized to pay at closing all necessary settlement charges including the transfer taxes (both Buyer's and Seller's) which have not been waived by the various taxing authorities;

4. That the Township Manager or his designee shall notify the Board of Commissioners of the completion of settlement.

RESOLVED, this 8th day of July, 1997.

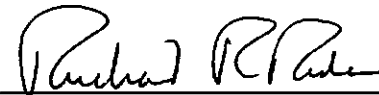
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Attest:



Paul A. Leonard,
Township Secretary

BY:



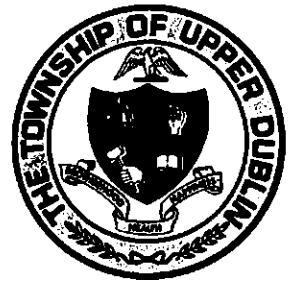
Richard R. Rulon, President

Upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034

Phone: (215) 643-1600

Fax: (215) 542-0797



RICHARD R. RULON
President

July, 9, 1997

H. WILLIAM GIFT
Vice President

JUDY R. HEROLD

CATHLEEN V. GOETTNER

JULES J. MERMELSTEIN

ROBERT J. PESAVENTO

WILLIAM J. BRYERS

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

THIS IS TO CERTIFY that the attached Resolution of the Board of Commissioners of the Township of Upper Dublin authorizing acceptance of the donation by Siy Polekoff of real estate Parcel No. 54-00-06307-00-2 located on the Northeast side of Fitzwatertown Road, is a true and correct copy of such Resolution as adopted by the Board of Commissioners of the Township of Upper Dublin as their Stated Meeting held July 8, 1997.

A handwritten signature in black ink, appearing to read "Paul Leonard", written over a horizontal line.

Paul A. Leonard
Township Secretary

*original sent
to High Swartz
etc.*

RESOLUTION NO. 1625

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, OPEN SPACE,
STORM SEWER AND DRAINAGE EASEMENTS, AND DETENTION BASIN EASEMENTS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR "DUBLIN HUNT II"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from GWYNEDD CHASE, INC. (hereinafter "Grantor") Deeds of Dedication for public streets (hereinafter together "Streets"), more fully described in Exhibits attached hereto, identified and to be known as follows:

- Exhibit "A" Eastwind Circle (50' R.O.W.)
- Exhibit "B" Firethorn Circle (50' R.O.W.)
- Exhibit "C" Sarah Court (50' R.O.W.)
- Exhibit "D" Dreshertown Road, L.R. 46091, 40 foot half right-of-way
- Exhibit "E" Redgate Road (50' R.O.W.)
- Exhibit "F" Castlewood Drive (50' R.O.W.)

and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor a Deed of Dedication for Open Space (hereinafter "Open Space"), more fully described in Exhibit "G" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for storm sewer and drainage easements (hereinafter "Storm Sewer"), more fully described in Exhibits attached hereto, identified and known as follows:

- Exhibit "H" 20 Foot Wide Storm Sewer Easement in Lots 186 and 187
- Exhibit "I" Storm Sewer Easement #5A
- Exhibit "J" 20' Wide Storm Sewer Easement in Lot 201
- Exhibit "K" Storm Sewer Easement in Lot 201
- Exhibit "L" 20' Wide Storm Sewer Easement No. 1 in Lots 203 and 204
- Exhibit "M" 20' Wide Storm Sewer Easement No. 2 in Lots no. 217 and 218
- Exhibit "N" 20' Wide Storm Sewer Easement Through Lots 70, 71 and 232
- Exhibit "O" Storm Sewer Easement in Lot 245
- Exhibit "P" Storm Sewer Easement #4A
- Exhibit "Q" Storm Sewer Easement #4
- Exhibit "R" Drainage Easement Lots 167 and 168
- Exhibit "S" Drainage Easement Lot 245

and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for detention basin easements (hereinafter "Detention Basin"), more fully described in Exhibits attached hereto, identified and known as follows:

Exhibit "T" Basin Easement #1
Exhibit "U" Basin Easement #2

and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Open Space, Storm Sewer, and Detention Basin which Subdivision Plan was prepared by Eastern States Engineering, Morrisville, Pennsylvania, with Plan No. 69-117, dated February 9, 1988, as last revised July 15, 1990, and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania variously at Book A051, page 0121; Book A052, page 0156; Book A052, page 0310; and Book A052, page 0487 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Streets, Open Space, Storm Sewer, and Detention Basin according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Streets, Open Space, Storm Sewer and Detention Basin will be opened and dedicated for public use.

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

1. The Deeds of Dedication offered to the Township for the Streets, Open Space, Storm Sewer and Detention Basin more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:
 - A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
 - B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
 - C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated June 21, 1989, and the Amendment thereto covering the cost of the required improvements and professional fees;

- D. Maintenance Bond and Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution;
- E. A complete set of reproducible "As-built" plans and profile drawings of the facilities satisfactory to the Township Engineer.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

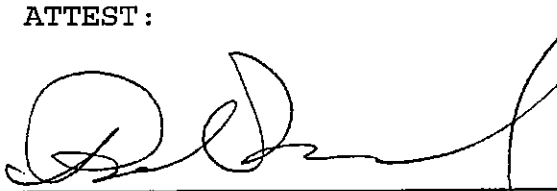
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public streets, as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

RESOLVED, this 8th day of July, 1997.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

By: 

Richard R. Rulon, President

ud\dev\dubhunt\dub2.res

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

EASTWIND CIRCLE (50' R.O.W.)

DUBLIN HUNT II

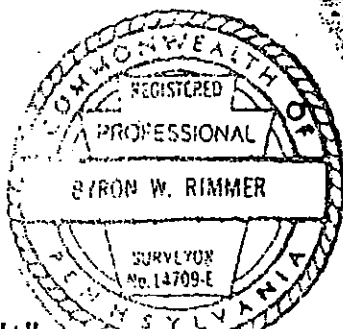
All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Eastwind Circle (50' R.O.W.) as shown on a plan entitled "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated February 9, 1988 last revised December 3, 1990, bound and described as follows:

Beginning at a point of curve on the northeasterly side of Nicole Drive (50' R.O.W) and running;

1. Along said side of Nicole Drive at the beginning of Eastwind Circle, North 21 degrees, 00 minutes, 00 seconds West, 80.00 feet to a point of cusp; thence
2. Passing along an arc of a circle, curving to the left having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of tangency on the northwesterly side of Eastwind Circle; thence
3. Along said side, North 69 degrees, 00 minutes, 00 seconds East, 258.68 feet to a point of curve; thence
4. Along the same, passing along an arc of a circle curving to the left having a radius of 150.00 feet, an arc distance of 221.88 feet to a point of tangency on the westerly side of Eastwind Circle; thence
5. Along said side, North 15 degrees, 45 minutes, 07 seconds West, 437.31 feet to a point of curve; thence
6. Passing along an arc of a circle, curving to the left, having a radius of 170.00 feet, an arc distance of 327.86 feet to a point of tangency on the southeasterly side of Eastwind Circle; thence
7. Along said side, South 53 degrees, 44 minutes, 53 seconds West, 100.00 feet to a point of curve; thence
8. Along the same, passing along an arc of a circle curving to the right, having a radius of 425.00 feet, an arc distance of 74.18 feet to a point of tangency; thence

9. Along the same, South 63 degrees, 44 minutes, 53 seconds West, 68.52 feet to a point of curve; thence
10. Passing along an arc of a circle, curving to the left, having a radius of 15.00 feet, an arc distance of 23.08 feet to a point of cusp on the northeasterly side of Nicole Drive; thence
11. Along the northeasterly side of Nicole Drive and along the terminus of Eastwind Circle, passing along an arc of a circle curving to the left, having a radius of 1,225.00 feet, an arc distance of 79.02 feet to a point of cusp; thence
12. Passing along an arc of a circle, curving to the left having a radius of 15.00 feet, an arc distance of 23.08 feet, to a point of tangency on the northwesterly side of Eastwind Circle; thence
13. Along the northwesterly side of Eastwind Circle, North 63 degrees, 44 minutes, 53 seconds East, 68.52 feet to a point of curve; thence
14. Along the same, passing along an arc of a circle curving to the left, having a radius of 375.00 feet, an arc distance of 65.45 feet to a point of tangency; thence
15. Along the same, North 53 degrees, 44 minutes, 53 second East, 100.00 feet to a point of curve; thence
16. Passing along an arc of a circle, curving to the right having a radius of 220.00 feet, an arc distance of 424.29 feet to a point of tangency on the northeasterly side of Eastwind Circle; thence
17. Along said side and passing through the beginning of Redgate Road (50' R.O.W.), South 15 degrees, 45 minutes, 07 seconds East, 437.31 feet to a point of curve; thence
18. Passing along an arc of a circle, curving to the right, having a radius of 200.00 feet, an arc distance of 295.84 feet to a point of tangency on the southeasterly side of Eastwind Circle; thence
19. Along said side, South 69 degrees, 00 minutes, 00 seconds West, 258.68 feet to a point of curve; thence
20. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet to the first mentioned point and place of beginning.

LG/0145



OK
A.F.
5/20/97

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

FIRETHORN CIRCLE (50' R.O.W.)

DUBLIN HUNT II

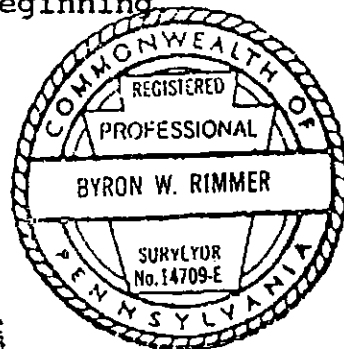
All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Firethorn Circle (50' R.O.W.) as shown on a plan entitled "Subdivision Plan Amended, Section II Relotting, Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991 bound and described as follows:

Beginning at a point of curve on the northwesterly side of Castlewood Drive (50' R.O.W.) and running;

1. Along said side of Castlewood Drive and along the beginning of Firethorn Circle, passing along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 54.20 feet, to a point of tangency; thence
2. Continuing along the said side of Castlewood Drive and along the beginning of Firethorn Circle, South 46 degrees, 15 minutes, 00 seconds West, 17.12 feet to a point of cusp; thence
3. Passing along an arc of a circle, curving to the left having a radius of 15.00 feet, an arc distance of 20.62 feet, to a point of tangency on the southwesterly side of Firethorn Circle; thence
4. Along said side, North 32 degrees, 00 minutes, 00 seconds West, 48.40 feet to a point of curve; thence
5. Along the same, passing along an arc of a circle curving to the right, and along the beginning of Sarah Court (50' R.O.W.), passing along an arc of a circle, curving to the right, having a radius of 175.00 feet, an arc distance of 300.95 feet to a point of tangency on the northwesterly side of Firethorn Circle; thence
6. Along the northwesterly side of Firethorn Circle continuing along the beginning of Sarah Court, North 66 degrees, 32 minutes, 00 seconds East, 306.94 feet to a point of curve; thence

7. Along the same, passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 283.19 feet to a point of tangency on the easterly side of Firethorn Circle; thence
8. Along the easterly side of Firethorn Circle, South 20 degrees, 45 minutes, 00 seconds East, 149.57 feet to a point of curve; thence
9. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 21.88 feet to a point of cusp on the northwesterly side of Castlewood Drive (50' R.O.W.); thence
10. Along the northwesterly side of Castlewood Drive and along the terminus of Firethorn Circle, passing along an arc of a circle curving to the left having a radius of 175.00 feet, an arc distance of 19.67 feet to a point of tangency; thence
11. Continuing along said side of Castlewood Drive and along the terminus of Firethorn Circle, South 69 degrees, 15 minutes, 00 seconds West, 58.69 feet to a point of cusp; thence
12. Passing along an arc of a circle curving to the left having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of tangency on the westerly side of Firethorn Circle; thence
13. Along the westerly side of Firethorn Circle, North 20 degrees, 45 minutes, 00 seconds West, 148.37 feet to a point of curve; thence
14. Along the same, passing along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 202.28 feet to a point of tangency on the southeasterly side of Firethorn Circle; thence
15. Along said side, South 66 degrees, 32 minutes, 00 seconds West, 306.94 feet to a point of curve; thence
16. Along the same, passing along an arc of a circle, curving to the left having a radius of 125.00 feet, an arc distance of 214.97 feet to a point of tangency on the northeasterly side of Firethorn Circle; thence
17. Along the northeasterly side of Firethorn Circle, South 32 degrees, 00 minutes, 00 seconds East, 40.99 feet to a point of curve; thence
18. Passing along an arc of a circle, curving to the left, having a radius of 15.00 feet, an arc distance of 21.99 feet to the first mentioned point and place of beginning

OK A.F.
5/21/97



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

SARAH COURT (50' R.O.W.)

DUBLIN HUNT II

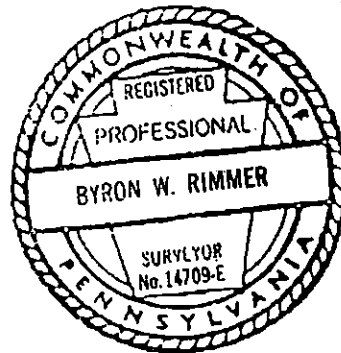
All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Sarah Court (50' R.O.W.) as shown on a plan entitled "Subdivision Plan Amended, Section II Relotting, Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991 bound and described as follows:

Beginning at a point of curve on the northwesterly side of Firethorn Circle (50' R.O.W.) and running;

1. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 19.55 feet, to a point of tangency on the westerly side of Sarah Court; thence
2. Along the westerly side of Sarah Court, North 23 degrees, 28 minutes, 00 seconds West, 208.53 feet to a point of curve; thence
3. Along the same, passing along an arc of a circle, curving to the right having a radius of 175.00 feet, an arc distance of 195.74 feet, to a point of tangency on the northwesterly side of Sarah Court; thence
4. Along said side, North 40 degrees, 37 minutes, 00 seconds East, 32.22 feet to a point of curve; thence
5. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 21.03 feet to a point of reverse curve at the beginning of a cul-de-sac bulb; thence
6. Passing along an arc of a circle curving to the right, having a radius of 50.00 feet an arc distance of 241.18 feet to a point of reverse curve at the end of the cul-de-sac bulb; thence
7. Passing along an arc of a circle, curving to the left, having a radius of 25.00 feet, an arc distance of 21.03 feet, to a point of tangency on the southeasterly side of Sarah Court; thence
8. Along said side South 40 degrees, 37 minutes, 00 seconds West, 32.22 feet to a point of curve; thence

Dublin Hunt II
Sarah Court
August 25, 1994
Page 2

9. Along the same passing along an arc of a circle, curving to the left, having a radius of 125.00 feet, an arc distance of 139.84 feet to a point of tangency on the easterly side of Sarah Court; thence
10. Along the easterly side of Sarah Court South 23 degrees, 28 minutes, 00 seconds East, 201.77 feet to a point of curve; thence
11. Passing along an arc of a circle, curving to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of cusp on the northwesterly side of Firethorn Circle; thence
12. Along said side of Firethorn Circle and along the beginning of Sarah Court, South 66 degrees, 32 minutes, 00 seconds West, 29.76 feet to a point of curve; thence
13. Continuing along said side of Firethorn Circle and along the beginning of Sarah Court, passing along an arc of a circle, curving to the left, having a radius of 175.00 feet, an arc distance of 46.82 feet to the first mentioned point and place of beginning.



OK A.F.
5/21/97

LG/0149

EXHIBIT "C"
PAGE 2 OF 2

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 29, 1994

DESCRIPTION OF PROPERTY

DRESHERTOWN ROAD, L.R. 46091

40 FOOT HALF RIGHT-OF-WAY

DUBLIN HUNT II

All that certain lot or parcel of land, situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Dreshertown Road, L.R. 46091, 40' Half R.O.W. as shown on a plan entitled, "Subdivision Plan Amended, Section II Relotting, Sheet 1 of 2, Dublin Hunt II," prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991; bound and described as follows:

Beginning at a point of intersection of the centerline of Nicole Drive (50' R.O.W.) with the centerline of Dreshertown Road, L.R. 46091 and running; thence

1. Along the centerline of Dreshertown Road North 40 degrees, 10 minutes, 00 seconds East, 863.64 feet to a point; thence
2. South 49 degrees, 25 minutes, 16 seconds East, 40.00 feet to a point, a corner of Lot No. 164 on the southeasterly side of Dreshertown Road; thence
3. Along the southeasterly side of Dreshertown Road South 40 degrees, 10 minutes, 00 seconds West, 863.36 feet to a point of intersection with the centerline of Nicole Drive; thence
4. Along the centerline of Nicole Drive North 49 degrees, 50 minutes, 00 seconds West, 40.00 feet to the first mentioned point and place of beginning.

0312c

OK A.F.
5/21/97

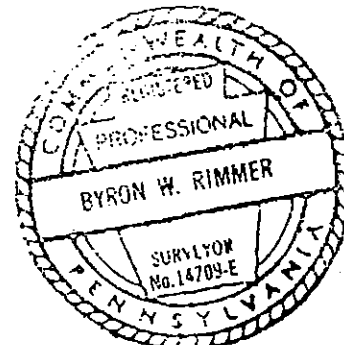


EXHIBIT "D"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE

MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

January 31, 1996

DESCRIPTION OF PROPERTY

REDGATE ROAD (50' R.O.W.)

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, being known as Redgate Road (50' R.O.W.) as shown on a plan entitled "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated February 9, 1988, last revised December 3, 1990; bound and described as follows:

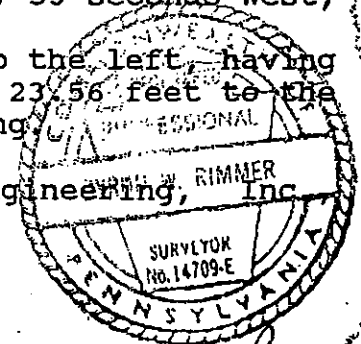
Beginning at a point of cusp on the northeasterly side of Eastwind Circle and running; thence

1. Along said side of Eastwind Circle and along the beginning of Redgate Road North 15 degrees, 45 minutes, 07 seconds West, 80.00 feet to a point of cusp; thence
2. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of tangency on the northerly side of Redgate Road; thence
3. Along said side North 74 degrees, 14 minutes, 53 seconds East, 44.74 feet to a point of curve; thence
4. Along the same passing along an arc of a circle curving to the right, having a radius of 375.00 feet, an arc distance of 183.26 feet to a point of tangency; thence
5. Along the northerly side of Redgate Road South 77 degrees, 45 minutes, 07 seconds East, 106.59 feet to a point of curve; thence
6. Along the same and passing along the terminus of Castlewood Drive (50' R.O.W.) passing along an arc of a circle curving to the left, having a radius of 900.00 feet, an arc distance of 816.82 feet to a point of tangency on the northwesterly side of Redgate Road; thence
7. Along said side North 50 degrees, 14 minutes, 53 seconds East, 141.10 feet to a point of curve; thence
8. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 21.03 feet to a

Dublin Hunt II
Redgate Road (50' R.O.W.)
January 31, 1996
Page 2

- point of reverse curve at the beginning of a cul-de-sac bulb;
thence
9. Passing along an arc of a circle curving to the right, having a radius of 50.00 feet, an arc distance of 241.19 feet to a point of reverse curve at the end of the cul-de-sac bulb;
thence
 10. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 21.03 feet to a point of tangency on the southeasterly side of Redgate Road;
thence
 11. Along said side South 50 degrees, 14 minutes, 53 seconds West, 141.10 feet to a point of curve; thence
 12. Along the southeasterly side of Redgate Road passing along an arc of a circle curving to the right, having a radius of 950.00 feet, an arc distance of 862.20 feet to a point of tangency on the southerly side of Redgate Road; thence
 13. Along said side North 77 degrees, 45 minutes, 07 seconds West, 106.59 feet to a point of curve; thence
 14. Along the same passing along an arc of a circle curving to the left, having a radius of 325.00 feet, an arc distance of 158.83 feet to a point of tangency; thence
 15. Along the same South 74 degrees, 14 minutes, 53 seconds West, 44.74 feet to a point of curve; thence
 16. Passing along an arc of a circle curving to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet to the first mentioned point and place of beginning.

Description prepared by Eastern States Engineering,
Morrisville, Pennsylvania 19067.



Byron W. Rimmer

EXHIBIT "E"
PAGE 2 OF 2

0368G.DH

OK A.E.
5/21/97

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

CASTLEWOOD DRIVE (50' R.O.W.)

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Castlewood Drive (50' R.O.W.) as shown on a plan entitled "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated February 9, 1988 last revised December 3, 1990, also shown on a plan entitled "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc. dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

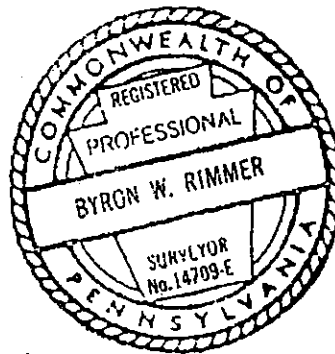
Beginning at a point of curve on the northeasterly side of Nicole Drive (50' R.O.W.) and running;

1. Along said side and along the beginning of Castlewood Drive, passing along an arc of a circle curving to the left, having a radius of 1225.00 feet, an arc distance of 11.45 feet to a point of tangency; thence
2. Continuing along said side of Nicole Drive and along the beginning of Castlewood Drive, North 43 degrees, 45 minutes, 00 seconds West, 68.41 feet, to a point of cusp; thence
3. Passing along an arc of a circle, curving to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet, to a point of tangency on the northwesterly side of Castlewood Drive; thence
4. Along said side, and passing along the beginning of Firethorn Circle (50' R.O.W.), North 46 degrees, 15 minutes, 00 seconds East, 134.38 feet to a point of curve; thence
5. Along the same and continuing along the beginning of Firethorn Circle, passing along an arc of a circle curving to the right having a radius of 175.00 feet, an arc distance of 109.70 feet to a point of tangency on the northerly side of Castlewood Drive; thence
6. Along the northerly side of Castlewood Drive, North 82 degrees, 10 minutes, 00 seconds East, 272.59 feet to a point of curve; thence

7. Along the same, passing along an arc of a circle, curving to the left, having a radius of 300.00 feet, an arc distance of 67.63 feet to a point of tangency on the northwesterly side of Castlewood Drive; thence
8. Along said side and passing along the terminus of Firethorn Circle, North 69 degrees, 15 minutes, 00 seconds East, 185.90 feet to a point of curve; thence
9. Along the same and continuing along the terminus of Firethorn Circle, passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 192.42 feet to a point of tangency on the northeasterly side of Castlewood Drive; thence
10. Along said side of Castlewood Drive, South 47 degrees, 45 minutes, 00 seconds East, 635.54 feet to a point of tangency; thence
11. Along the same, passing along an arc of a circle, curving to the right, having a radius of 2025.00 feet, an arc distance of 159.05 feet to a point of tangency; thence
12. Continuing along the northeasterly side of Castlewood Drive, South 43 degrees, 15 minutes, 00 seconds East, 100.00 feet to a point of curve; thence
13. Along the same, passing along an arc of a circle curving to the right, having a radius of 300.00 feet, an arc distance of 110.74 feet to a point of reverse curve; thence
14. Passing along an arc of a circle, curving to the left, having a radius of 15.00 feet, an arc distance of 21.94 feet to a point of cusp on the northerly side of Redgate Road (50' R.O.W.); thence
15. Along the northerly side of Redgate Road and along the terminus of Castlewood Drive, passing along an arc of a circle, curving to the right, having a radius of 900.00 feet, an arc distance of 82.71 feet to a point of cusp; thence
16. Passing along an arc of a circle, curving to the left having a radius of 15.00 feet, an arc distance of 27.36 feet to a point of compound curve on the southwesterly side of Castlewood Drive; thence
17. Along said side, passing along an arc of a circle, curving to the left, having a radius of 250.00 feet, an arc distance of 78.99 feet to a point of tangency; thence
18. Along the same, North 43 degrees, 15 minutes, 00 seconds West, 100.00 feet to a point of curve; thence
19. Along the same, passing along an arc of a circle, curving to the left, having a radius of 1975.00 feet, an arc distance of 155.16 feet to a point of tangency; thence
20. Continuing along the southwesterly side of Castlewood Drive, North 47 degrees, 45 minutes, 00 seconds West, 635.54 feet to a point of curve; thence

Dublin Hunt II
Castlewood Drive
August 25, 1994
Page 3

21. Along the same, passing along an arc of a circle, curving to the left, having a radius of 125.00 feet, an arc distance of 137.44 feet to a point of tangency on the southeasterly side of Castlewood Drive; thence
22. Along said side, South 69 degrees, 15 minutes, 00 seconds West, 185.90 feet to a point of curve; thence
23. Along the same, passing along an arc of a circle, curving to the right, having a radius of 350.00 feet, an arc distance of 78.90 feet to a point of tangency; thence
24. Along the southerly side of Castlewood Drive, South 82 degrees, 10 minutes, 00 seconds West, 272.59 feet to a point of curve; thence
25. Along the same, passing along an arc of a circle, curving to the left, having a radius of 125.00 feet, an arc distance of 78.36 feet to a point of tangency on the southeasterly side of Castlewood Drive; thence
26. Along said side, South 46 degrees, 15 minutes, 00 seconds West, 134.48 feet to a point of curve; thence
27. Passing along an arc of a circle, curving to the left, having a radius of 15.00 feet, an arc distance of 23.42 feet to the first mentioned point and place of beginning.



OK A.F.
5/21/97

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

January 31, 1996

DESCRIPTION OF PROPERTY

DUBLIN HUNT II

OPEN SPACE AREA

All that certain tract of land situated in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, bounded and described according to a subdivision plan entitled "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II" prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated February 9, 1988, last revised December 3, 1990, as follows:

Beginning at a point, the southwesterly most corner of Dublin Hunt II on the northwesterly side of the Pennsylvania Turnpike; thence

1. North 36 degrees, 35 minutes, 16 seconds West, 383.56 feet to a point in line of Lot 212; thence
2. Along lands of Lots 212 and 211 North 67 degrees, 30 minutes, 00 seconds East, 178.82 feet to a point; thence
3. Along lands of Lots 211, 210, and 209 North 33 degrees, 00 minutes, 00 seconds East, 283.00 feet to a point; thence
4. Along lands of Lots 205, 204, 203, and 202 North 72 degrees, 00 minutes, 00 seconds East, 407.00 feet to a point; thence
5. Along lands of Lot 201 South 08 degrees, 30 minutes, 00 seconds East, 328.04 feet to a point on the westerly side of the Pennsylvania Turnpike; thence
6. Along said side South 51 degrees, 44 minutes, 14 seconds West, 670.27 feet to the first mentioned point and place of beginning.

Containing: 6.10 acres of land, more or less.

*OK A.F.
5/22/97*

Subject to a Turnpike easement described as follows:

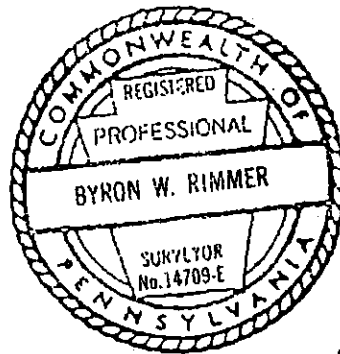
Beginning at a point on the westerly side of the Pennsylvania Turnpike, said point located the following course and distance from the point of beginning in the above description; thence

- a. Along said side of Turnpike North 51 degrees, 44 minutes, 14 seconds East, 349.90 feet to the point of beginning; thence

Dublin Hunt II
Open Space Area
January 31, 1996
Page 2

1. North 06 degrees, 44 minutes, 14 seconds East, 77.78 feet to a point; thence
2. North 51 degrees, 44 minutes, 14 seconds East, 170.00 feet to a point; thence
3. South 83 degrees, 15 minutes, 46 seconds East, 77.78 feet to a point on the westerly side of the Pennsylvania Turnpike; thence
4. Along said side South 51 degrees, 44 minutes, 14 seconds West, 279.99 feet to the point of beginning.

Description prepared by Eastern States Engineering, Inc.,
Morrisville, Pennsylvania 19067.



Byron W. Rimmer

EXHIBIT "G"
PAGE 2 OF 2

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

January 31, 1996

DESCRIPTION OF PROPERTY

20 FOOT WIDE STORM SEWER EASEMENT

IN LOTS 186 AND 187

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, being known as a 20 Foot Wide Storm Sewer Easement in Lots 186 and 187 as shown on a plan entitled "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II" prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated February 9, 1988, last revised December 3, 1990; bound and described as follows:

Beginning at a point, a common corner of Lots 186 and 187 on the northeasterly side of Castlewood Drive (50' R.O.W.) and running; thence

1. Passing along an arc of a circle curving to the left, having a radius of 300.00 feet, an arc distance of 10.35 feet to a point; thence
2. Passing through Lot 186 North 40 degrees, 34 minutes, 44 seconds East, 156.80 feet to a point; thence
3. Continuing through Lot 186 and along Lot 188 South 46 degrees, 00 minutes, 00 seconds East, 20.04 feet to a point; thence
4. Passing through Lot 187 South 40 degrees, 34 minutes, 44 seconds West, 161.38 feet to a point on the aforementioned side of Castlewood Drive; thence
5. Along said side passing along an arc of a circle curving to the left, having a radius of 300.00 feet, an arc distance of 10.46 feet to the first mentioned point and place of beginning.

Description prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania 19067.

0370G.DH

OK A.S.
5/22/97

Byron W. Remme

EXHIBIT "H"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

STORM SEWER EASEMENT #5A

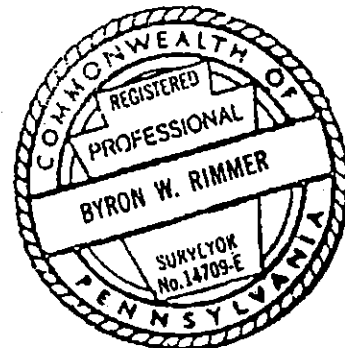
DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Storm Sewer Easement No.5A, in Lot No. 69, as shown on a plan entitled, "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

Beginning at a point on the northeasterly side of Nicole Drive (50' R.O.W.) and on the northwesterly side of the Storm Sewer Easement No. 5A and running; thence

1. Passing through Lot No. 69, North 46 degrees, 15 minutes, 00 seconds East, 25.00 feet to a point; thence
2. Continuing through Lot No. 69, South 43 degrees, 45 minutes, 00 seconds East, 40.00 feet to a point; thence
3. Continuing through Lot No. 69, South 46 degrees, 15 minutes, 00 seconds West, 25.00 feet to a point on the aforementioned side of Nicole Drive; thence
4. Along said side, North 43 degrees, 45 minutes, 00 seconds West, 40.00 feet to the first mentioned point and place of beginning.

JK AF
5/22/97



LG/0150

EXHIBIT "I"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 26, 1994

DESCRIPTION OF PROPERTY

20' WIDE STORM SEWER EASEMENT IN LOT 201

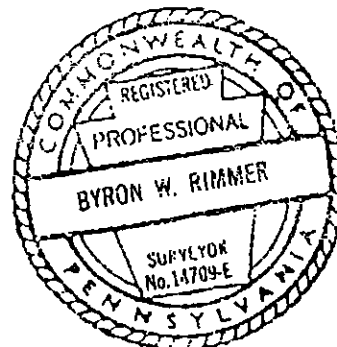
DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as a 20' wide Storm Sewer Easement in Lot No. 201, as shown on a plan entitled, "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated February 9, 1988, last revised December 3, 1990, bound and described as follows:

Beginning at a point a common corner of Lot No. 201 and the open space area, said point on the northwesterly side of the Pennsylvania Turnpike and running; thence

1. Along the open space area and along Lot No. 201, North 08 degrees, 30 minutes, 00 seconds West, 39.12 feet to a point; thence
2. Passing through Lot No. 201, North 19 degrees, 21 minutes, 32 seconds East, 94.10 feet to a point; thence
3. Continuing through Lot No. 201, South 70 degrees, 38 minutes, 28 seconds East, 20.00 feet to a point; thence
4. Continuing through Lot No. 201, South 19 degrees, 21 minutes, 32 seconds West, 125.99 feet to a point on the aforementioned side of the Pennsylvania Turnpike; thence
5. Along said side, South 51 degrees, 44 minutes, 14 seconds West, 3.21 feet to the first mentioned point and place of beginning.

OK AF
5/22/97



LG/0161

EXHIBIT "J"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 26, 1994

DESCRIPTION OF PROPERTY

STORM SEWER EASEMENT IN LOT 201

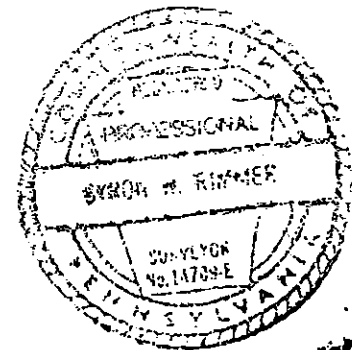
DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as a Storm Sewer Easement in Lot No. 201, as shown on a plan entitled, "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated February 9, 1988, last revised December 3, 1990, bound and described as follows:

Beginning at a point, on line of Lot No. 201 with the open space area said point located the following course and distance from a point on the southerly side of Redgate Road (50' R.O.W.) a common corner of Lots No. 201 and 202 and running; thence, South 08 degrees, 30 minutes, 00 seconds East, 271.58 feet to the point of beginning; thence

1. Passing through Lot No. 201, North 89 degrees, 12 minutes, 27 seconds East, 30.09 feet to a point; thence
2. Continuing through Lot No. 201, South 08 degrees, 30 minutes, 00 seconds East, 20.18 feet to a point; thence
3. Continuing through Lot No. 201, South 89 degrees, 12 minutes, 27 seconds West, 30.09 feet to a point on line of the open space area; thence
4. Along said open space and along Lot No. 201, North 08 degrees, 30 minutes, 00 seconds West, 20.18 feet to the first mentioned point and place of beginning.

OK
AF
5/22/93



LG/0160

EXHIBIT "K"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

August 26, 1994

DESCRIPTION OF PROPERTY

20' WIDE STORM SEWER EASEMENT NO. 1

IN LOTS NO. 203 AND 204

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as a 20' wide Storm Sewer Easement No. 2 in Lots No. 203 and 204, as shown on a plan entitled, "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated February 9, 1988, last revised December 3, 1990, bound and described as follows:

Beginning at a point, a common corner of Lots 203 and 204, on the southerly side of Redgate Road (50' R.O.W.) and running; thence

1. Along said side, passing along an arc of a circle curving to the left, having a radius of 950.00 feet, an arc distance of 10.32 feet to a point; thence
2. Passing through Lot No. 203, South 02 degrees, 30 minutes, 00 second East, 257.91 feet to a point; thence
3. South 72 degrees, 00 minutes, 00 seconds West, 20.76 feet to a point; thence
4. Passing through Lot No. 204, North 02 degrees, 30 minutes, 00 seconds West, 265.16 feet to a point on the aforementioned side of Redgate Road; thence
5. Along said side, passing along an arc of a circle, curving to the left, having a radius of 950.00 feet, an arc distance of 10.04 feet to the first mentioned point and place of beginning.

LG/0159

Wk. AF
5/22/97

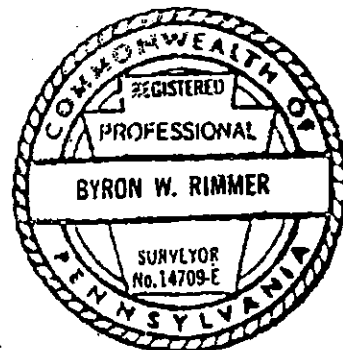


EXHIBIT "L"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 26, 1994

DESCRIPTION OF PROPERTY

20' WIDE STORM SEWER EASEMENT NO. 2

IN LOTS NO. 217 AND 218

DUBLIN HUNT II

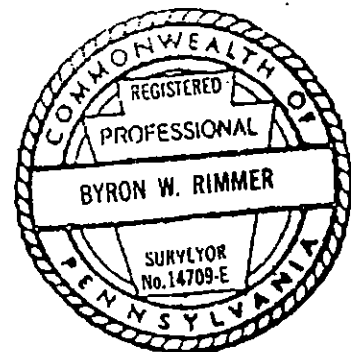
All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as a 20' wide Storm Sewer Easement No. 2 in Lots No. 217 and 218, as shown on a plan entitled, "Subdivision Plan, Sheet 1 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated February 9, 1988, last revised December 3, 1990, bound and described as follows:

Beginning at a point, a common corner of Lots 217 and 218, on the northerly side of Redgate Road (50' R.O.W.) and running; thence

1. Along said side, passing along an arc of a circle curving to the right, having a radius of 900.00 feet, an arc distance of 10.10 feet to a point; thence
2. Passing through Lot No. 217, North 01 degrees, 30 minutes, 00 second West, 145.27 feet to a point on line of Lot No. 220; thence
3. Along Lot No. 220, South 75 degrees, 10 minutes, 00 seconds East, 20.84 feet to a point; thence
4. Passing through Lot No. 218, South 01 degrees, 30 minutes, 00 seconds East, 142.06 feet to a point on the aforementioned side of Redgate Road; thence
5. Along said side, passing along an arc of a circle, curving to the right, having a radius of 900.00 feet, an arc distance of 10.08 feet to the first mentioned point and place of beginning.

LG/0158

JK
AF
5/22/97
EXHIBIT "M"



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

20' WIDE STORM SEWER EASEMENT

THROUGH LOTS 70, 71 AND 232

DUBLIN HUNT II

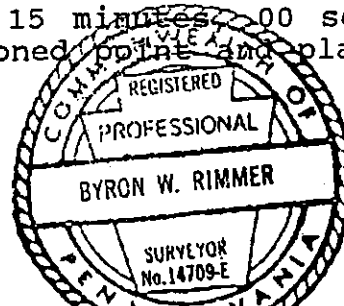
All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as a 20' wide Storm Sewer Easement through Lots No. 70, 71 and 232, as shown on a plan entitled, "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

Beginning at a point, a common corner of Lots 70 and 232 on the southeasterly side of Castlewood Drive (50' R.O.W.) and running; thence

1. Along said side, North 46 degrees, 15 minutes, 00 seconds East, 2.89 feet to a point of curve; thence
2. Along the same, passing along an arc of a circle curving to the right, having a radius of 125.00 feet, an arc distance of 7.17 feet to a point; thence
3. Passing through Lot No. 232, South 42 degrees, 45 minutes, 00 second East, 120.13 feet to an angle point; thence
4. Continuing through Lot 232, South 39 degrees, 14 minutes, 56 seconds East, 76.90 feet to a point in line of Lot No. 233; thence
5. Along Lot No. 233, and passing through Lot No. 71, South 54 degrees, 10 minutes, 00 seconds West, 20.04 feet to a point; thence
6. Continuing through Lot No. 71, North 39 degrees, 14 minutes, 56 seconds West, 74.62 feet to a point on line of Lots 70 and 71; thence
7. Passing through Lot No. 70, North 42 degrees, 45 minutes, 00 seconds West, 119.85 feet to a point on the aforementioned side of Castlewood Drive; thence
8. Along said side, North 46 degrees, 15 minutes, 00 seconds East, 10.00 feet to the first mentioned point and place of beginning.

LG/0156

OK P F
5/22/99



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

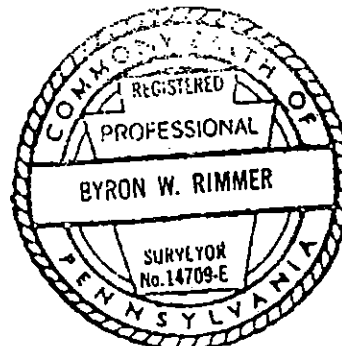
STORM SEWER EASEMENT IN LOT 245

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Storm Sewer Easement in Lot No. 245, Dublin Hunt II, as shown on a plan entitled, "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

Beginning at a point on the southeasterly side of Dreshertown Road L.R. 46091 (40' half R.O.W.) and running; thence

1. Along the northerly side of the Storm Sewer Easement, passing through Lot No. 245, North 83 degrees, 45 minutes, 00 seconds East, 93.25 feet to a point; thence
2. Continuing through Lot No. 245, South 06 degrees, 15 minutes, 00 seconds East, 20.00 feet to a point; thence
3. Continuing through Lot No. 245, South 83 degrees, 45 minutes, 00 seconds West, 114.26 feet to a point on the aforementioned side of Dreshertown Road; thence
4. Along said side, North 40 degrees, 10 minutes, 00 second East, 29.01 feet to the first mentioned point and place of beginning.



*OK A.F.
5/22/92*

LG/0154

EXHIBIT "O"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

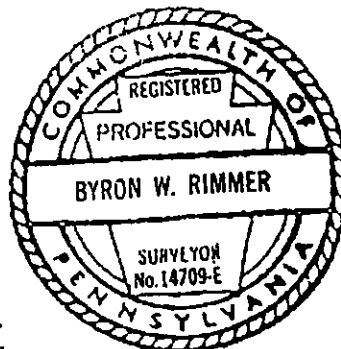
August 25, 1994

DESCRIPTION OF PROPERTY
STORM SEWER EASEMENT # 4A
DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Storm Sewer Easement No. 4A, in Lot No. 240, Dublin Hunt II, as shown on a plan entitled, "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

Beginning at a point of curve on the northeasterly side of Firethorn Circle (50' R.O.W.) and running; thence

1. North 32 degrees, 00 minutes, 00 seconds West, 17.00 feet to a point; thence
2. Passing through Lot No. 240, North 15 degrees, 00 minutes, 00 seconds East, 30.00 feet, to a point; thence
3. Continuing through Lot No. 240, South 75 degrees, 00 minutes, 00 second East, 20.00 feet to a point; thence
4. Continuing through Lot No. 240, South 15 degrees, 00 minutes, 00 second West, 45.39 feet to a point, on the radius swing from Castlewood Drive to Firethorn Circle; thence
5. Passing along an arc of a circle, curving to the right, having a radius of 15.00 feet, an arc distance of 8.58 feet to the first mentioned point and place of beginning.



OK. P.F.
5/22/97

LG/0153

EXHIBIT "P"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

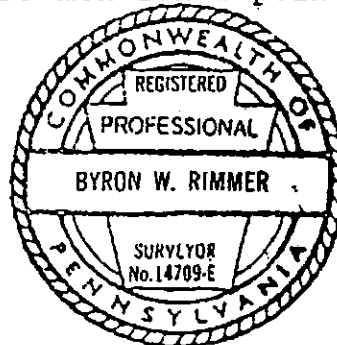
STORM SEWER EASEMENT #4

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Storm Sewer Easement No.4, in Lot No. 69, as shown on a plan entitled, "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

Beginning at a point of curve on the southwesterly side of Firethorn Circle (50' R.O.W.) and running; thence

1. Passing along an arc of a circle curving to the right, having a radius of 15.00 feet, an arc distance of 20.62 feet, to a point of tangency on the northwesterly side of Castlewood Drive (50' R.O.W.); thence
2. Along said side, South 46 degrees, 15 minutes, 00 second West, 11.29 feet to a point; thence
3. Passing through Lot No. 69, North 32 degrees, 00 minutes, 00 second West, 38.45 feet to a point; thence
4. Continuing through Lot No. 69, North 58 degrees, 00 minutes, 00 seconds East, 23.00 feet to a point on the aforementioned side of Firethorn Circle; thence
5. Along said side, South 32 degrees, 00 minutes, 00 seconds East, 21.47 feet to the first mentioned point and place of beginning.



LG/0151

EXHIBIT "Q"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

January 12, 1996

DESCRIPTION OF PROPERTY

DRAINAGE EASEMENT

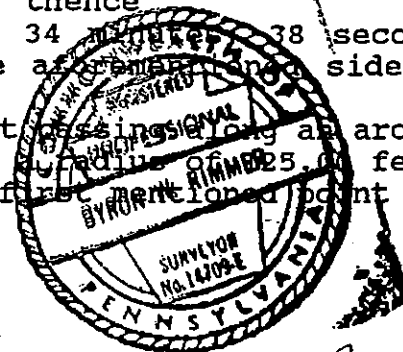
LOTS 167 AND 168

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, being known as a Drainage Easement on Lots 167 and 168 as shown on a plan entitled "Subdivision Plan Amended Section II Relotting Sheet 2 of 2 Dublin Hunt II" prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991; bound and described as follows:

Beginning at a point on the easterly side of Sarah Court (50' R.O.W.) a common corner of Lots 167 and 168 and running; thence

1. Along the easterly side of Sarah Court passing along an arc of a circle curving to the right, having a radius of 125.00 feet, an arc distance of 15.96 feet to a point; thence
2. Passing through Lot 167 and a portion of Lot 168 North 89 degrees, 34 minutes, 38 seconds East, 42.66 feet to a point; thence
3. Continuing through Lot 168 South 00 degrees, 25 minutes, 22 seconds East, 25.00 feet to a point; thence
4. Through the same South 89 degrees, 34 minutes, 38 seconds West, 35.00 feet to a point on the westerly side of Sarah Court; thence
5. Along the easterly side of Sarah Court passing along an arc of a circle curving to the right, having a radius of 125.00 feet, an arc distance of 10.24 feet to the first mentioned point and place of beginning.



0340G.DH

OK AT 5/2/96

Byron W. Remick

EXHIBIT "R"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

January 12, 1996

DESCRIPTION OF PROPERTY

DRAINAGE EASEMENT

LOT 245

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, being known as a Drainage Easement on Lot 245 as shown on a plan entitled "Subdivision Plan Amended Section II Relotting Sheet 2 of 2 Dublin Hunt II" prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991; bound and described as follows:

Beginning at a point on the westerly side of Sarah Court (50' R.O.W.) said point located the following course and distance from a common corner of Lots 245 and 246 on the westerly side of Sarah Court and running; thence

- a. Passing along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 14.90 feet to the point of beginning; thence
1. Continuing along the westerly side of Sarah Court passing along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 25.59 feet to a point; thence
2. Passing through Lot 245 South 89 degrees, 38 minutes, 38 seconds West, 40.34 feet to a point; thence
3. Continuing through Lot 245 North 00 degrees, 25 minutes, 22 seconds West, 25.00 feet to a point; thence
4. Continuing through the same North 89 degrees, 34 minutes, 38 seconds East, 35.00 feet to the first mentioned point, and place of beginning.

0339G.DH

OK AF
5/22/97

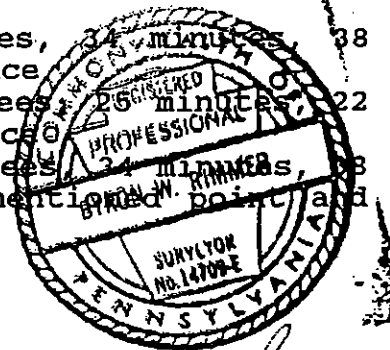


EXHIBIT "S"

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067
(215) 736-0222
FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

BASIN EASEMENT #1

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Basin Easement No. 1 in Lot No. 245, as shown on a plan entitled, "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

Beginning at a point a common corner of Lots 67 and 245 on the southeasterly side of Dreshertown Road L.R. 46091 (40' half R.O.W.) and running; thence

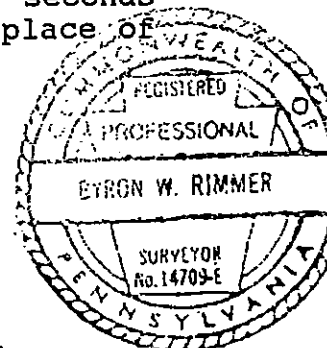
1. Along said side of Dreshertown Road, North 40 degrees, 10 minutes, 00 seconds East, 260.36 feet to a point a corner of Lot No. 246; thence
2. Along Lot No. 246, South 68 degrees, 45 minutes, 00 seconds East, 204.80 feet to a point on the westerly side of Sarah Court (50' R.O.W.); thence
3. Along said side of Sarah Court, passing along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 61.28 feet to a point of tangency; thence
4. Along the same, South 23 degrees, 28 minutes, 00 second East, 20.87 feet to a point; thence
5. Passing through Lot No. 245 and along the southerly side of Basin Easement No. 1, South 76 degrees, 56 minutes, 53 seconds West, 243.86 feet to a point, a corner of Lot No. 67; thence
6. Along Lot No. 67, North 86 degrees, 30 minutes, 00 seconds West, 144.00 feet to the first mentioned point and place of beginning.

Containing: 45,470 square feet of land more or less.

Subject to restrictions and easements of record, if any.
LG/0155

EXHIBIT "T"

OK AIF
5/22/97



EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 19067

(215) 736-0222

FAX (215) 736-9772

August 25, 1994

DESCRIPTION OF PROPERTY

BASIN EASEMENT # 2

DUBLIN HUNT II

All that certain lot or parcel of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being known as Basin Easement No. 2, in Lot No. 69, as shown on a plan entitled, "Subdivision Plan Amended, Section II, Relotting Sheet 2 of 2, Dublin Hunt II", prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated November 27, 1989, last revised February 28, 1991, bound and described as follows:

Beginning at a point of curve on the northwesterly side of Castlewood Drive (50' R.O.W.) and running; thence

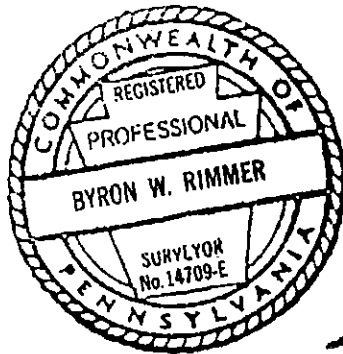
1. Passing along an arc of a circle curving to the right, having a radius of 15.00 feet, an arc distance of 23.56 feet, to a point of tangency on the northeasterly side of Nicole Drive (50' R.O.W.); thence
2. Along said side, North 43 degrees, 45 minutes, 00 second West, 129.00 feet to a point; thence
3. Passing through Lot No. 69, North 48 degrees, 06 minutes, 05 second East, 154.48 feet to a point on line of Lot No. 239; thence
4. Along Lot No. 239, South 50 degrees, 50 minutes, 52 seconds East, 51.08 feet to a point on the southwesterly side of Firethorn Circle (50' R.O.W.); thence
5. Along said side, passing along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 30.31 feet to a point of tangency; thence
6. Along the same, South 32 degrees, 00 minutes, 00 seconds East, 48.40 feet to a point of curve; thence
7. Passing along an arc of a circle, curving to the right, having a radius of 15.00 feet, an arc distance of 20.62 feet, to a point of tangency on the northwesterly side of Castlewood Drive; thence

Dublin Hunt II
Basement Easement No. 2
Page 2

8. Along said side, South 46 degrees, 15 minutes, 00 second West,
117.26 feet to the first mentioned point and place of
beginning.

Containing: 21,466 square feet of land more or less.

Subject to restrictions and easements of record, if any.



OK
A.F. 5/22/96

EXHIBIT "U"
PAGE 2 OF 2

LG/0152

]

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1626

*Original sent
to PUC by
Bell Atlantic*

RESOLUTION TO ENTER GRANT AGREEMENT FOR
BELL ATLANTIC-PENNSYLVANIA TO OPERATE REMOTE TERMINAL FACILITY

WHEREAS, Bell Atlantic-Pennsylvania ("Telephone Company") has offered to Upper Dublin Township the sum of One Thousand Dollars (\$1,000.00) in exchange for a grant unto the Telephone Company to operate and maintain a remote terminal equipment cabinet near the Pump Station at Robbins Park along Butler Pike; and

WHEREAS, the Telephone Company would operate and maintain a facility known as the Litespan and Interface Cabinet; and

WHEREAS, Telephone Company has presented to the Township for review an Interface Grant including as Exhibit "A", a description and plan of the easement area designated as the "Litespan Easement"; and

WHEREAS, the Interface Grant Agreement would be filed with the Pennsylvania Public Utility Commission and would take effect at the expiration of thirty (30) days from the date of its filing, provided that if the Commission, prior to the expiration of said period, institutes a proceeding affecting the validity of the Agreement under the pertinent provisions of the Public Utility Code the Agreement would only become effective upon approval by the Commission.


BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby authorizes and directs the Township Manager to execute the said Interface Grant Agreement and any additional documentation necessary to effectuate said Agreement.

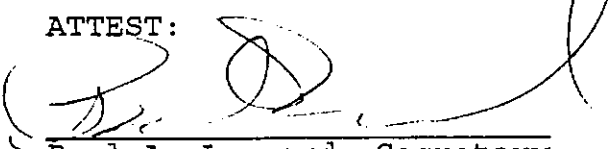
RESOLVED, this 12th day of August, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

ATTEST:

BY:


Richard R. Rulon, President


Paul A. Leonard, Secretary

ord/resolun/bellpark.res

Interface Grant

Received of **BELL ATLANTIC - PENNSYLVANIA, INC.**, the sum of One Thousand Dollar(s), (\$1000.00), receipt whereof is hereby acknowledged,

TOWNSHIP OF UPPER DUBLIN

(Corporation, Partnership, Individual)

hereby grant(s) unto said Telephone Company, its successors, assigns, and/or agents, the right, privilege and authority to construct, maintain, operate, inspect and from time to time reconstruct, rearrange, replace, renew and thereafter maintain, operate and inspect an interface(s) and/or remote terminal equipment cabinet(s) and pads, underground communication lines, appliances, conduits, cables and wire, (herein referred to as utility facilities) together with electric facilities and service provided by the electric utility or company (when required by Telephone Company) on, over, under, along, and across the land, at mutually agreed upon locations as shown on Exhibit "A" which is attached hereto and made a part hereof, said land being located at Along the Pump Station at "Robbins Park" located on Butler Pike

Municipality of Upper Dublin, County of Montgomery

Commonwealth of Pennsylvania, more particularly described in Deed Book 4034, Page 449.

Owner(s) further grant(s) the right of access over said land to or from said utility facilities, by Telephone Company employees and/or agents and equipment for the purposes set forth above, by any reasonable route over said land, including but not limited to private lanes, roads or driveways and the right to make such alterations in said land as mutually agreed is necessary to construct said utility facilities.

Owner(s) further grant(s) the exclusive use of that portion of said land not to exceed 25 feet in length by 17 feet in width upon which said interface(s) and/or terminal equipment is located. Said utility facilities shall remain the property of the Telephone Company which shall, at all times, retain the right to remove same.

Owner(s) further grant(s) to the Telephone Company the right to cut back such foliage (trees, shrubs, brush, etc.) as may interfere with the use and operation of said utility facilities.

Said utility facilities shall be installed in a good and workman-like manner by and at the expense of the said Telephone Company.

The said Telephone Company shall indemnify and save harmless the owner and tenants of said premises from all damages caused by the negligence of its employees in the installation, maintenance or removal of said utility facilities.

T.M.P. #54-00-03087-009

R/W Case #97-02-024

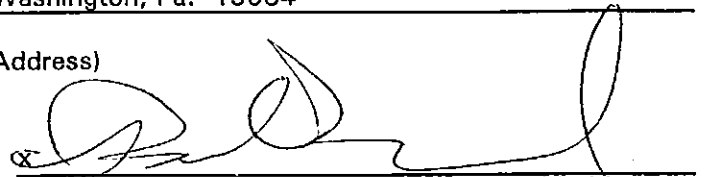
IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s)

this ___ day of June, A.D. 1997, at
801 Loch Alsh Avenue Fort Washington, Pa. 19034

(Post Office Address)

WITNESS OR ATTEST:

x Lorraine Marucci


Paul Leonard - Township Manager

(Individual(s) Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ }S.S.

On this _ day of _ , A.D. 19_ before me, _____ , a Notary Public for the Commonwealth of Pennsylvania, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and in due form of law acknowledged the said instrument for the purpose therein contained to be h act and deed, and desired the same might be recorded as such.

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

(Notary Public)

(Corporation Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY }S.S.

On this 12th day of Aug, A.D. 1997 before me, DANIEL W. SUPPLEE, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Paul Leonard who acknowledged himself to be the Township Manager of the Township of Upper Dublin a corporation, and that he as such Township Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as said Township Manager.

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

Notary
Daniel W. Supplee, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires March 27, 1999
Member, Pennsylvania Association of Notaries


[Signature]
(Notary Public)

R E S O L U T I O N

BE IS RESOLVED, by the Board of Supervisors of the Township of Upper Dublin in Montgomery County, Pennsylvania that the Right of Way Grant with Bell Atlantic-Pennsylvania, Inc., providing for the construction of a Litespan and Interface Cabinet on Township property located at Robbins Park be the same is hereby authorized to execute the same on behalf of Township Manager .

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Supervisors of Upper Dublin, Montgomery County, Pennsylvania, at a meeting held on the 12th

day of Aug, 1997.


Township Secretary EXHIBIT "B"

This agreement shall be filed with the Pennsylvania Public Utility Commission and shall take effect at the expiration of thirty (30) days from the date of its filing; provided, that if the said Commission shall, prior to the expiration of such period institute a proceeding affecting its validity under the provisions of Section 507, Chapter 5 of the Public Utility Code, this agreement shall become effective only upon approval thereof by the said Commission.

EXHIBIT "B"

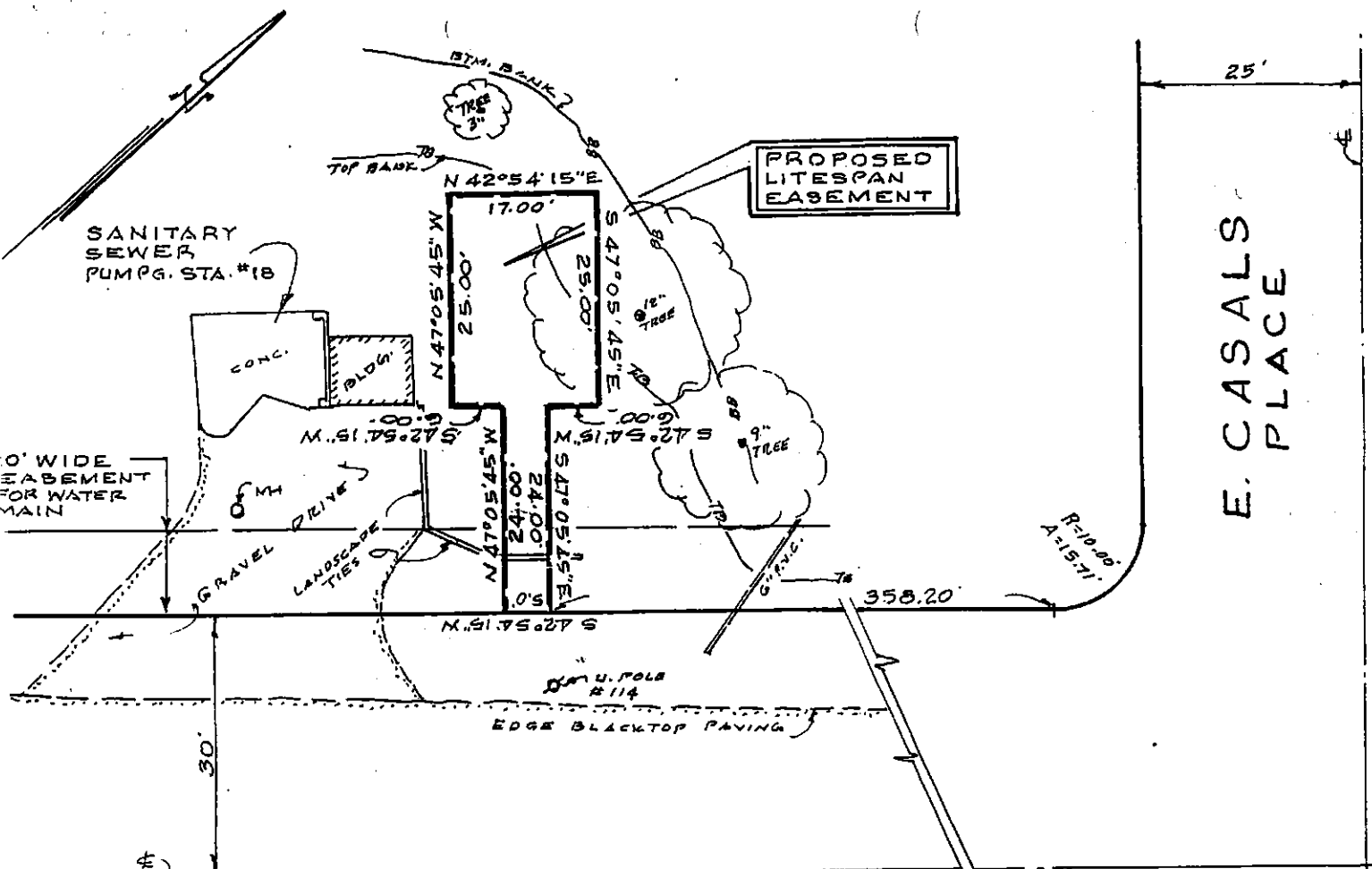
This agreement shall be filed with the Pennsylvania Public Utility Commission and shall take effect at the expiration of thirty (30) days from the date of its filing; provided, that if the said Commission shall, prior to the expiration of such period institute a proceeding affecting its validity under the provisions of Section 507, Chapter 5 of the Public Utility Code, this agreement shall become effective only upon approval thereof by the said Commission.

C E R T I F I C A T I O N

PENNSYLVANIA PUBLIC UTILITY COMMISSION

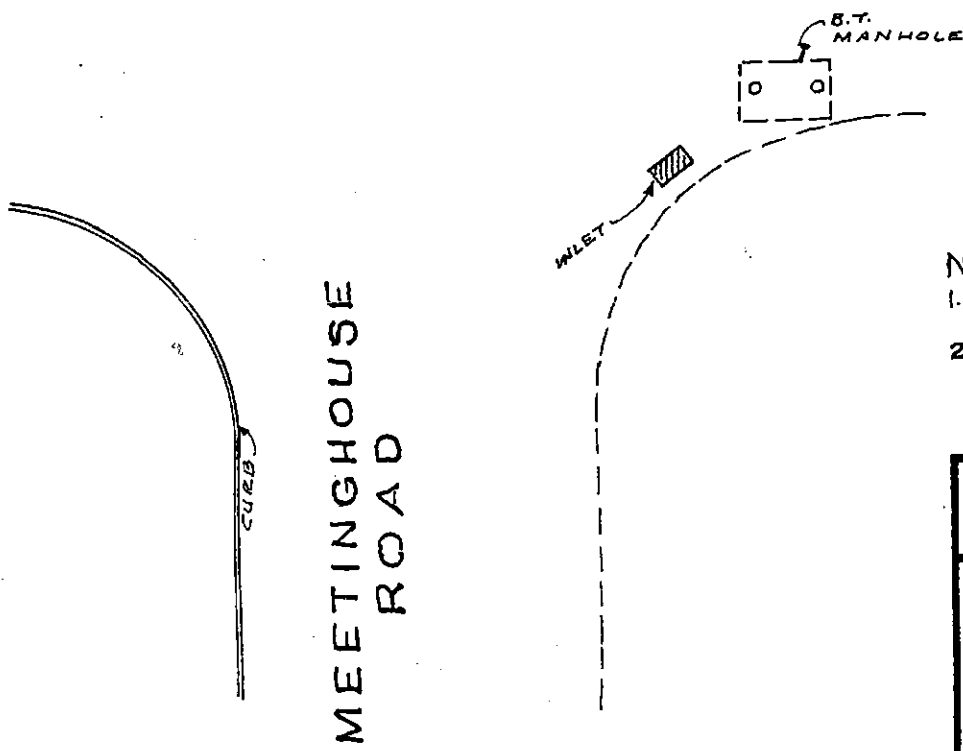
I hereby certify that the agreement of Right of Way given to Bell Atlantic-Pennsylvania, Inc. by the Township of Upper Dublin in the County of Montgomery, Commonwealth of Pennsylvania, executed Interface Grant, and pertaining to the construction of Litespan and Interface Cabinet on Township property was on behalf of the aforementioned Township Manager properly executed as required by law.

Secretary



E. CASALS PLACE

BUTLER PIKE



NOTE:
 1. IRON PINS SET AT EASEMENT CORNERS
 2. REF SUBDIVISION PLAN - PART NO. 1 OAK TERRACE WEST DATED 7-25-73 LAST REV. 7-23-75 BY C. RAYMOND WEIR ASSOC. INC. (DWG. NO. 1311-B-1)

UPPER DUBLIN TOWNSHIP MONTGOMERY COUNTY, PA	
PROPOSED LITESPAN EASEMENT PREPARED FOR BELL ATLANTIC - PA. THROUGH LANDS OF TOWNSHIP OF UPPER DUBLIN	
CHARLES E. SHOEMAKER, INC. 1007 EDGE HILL ROAD ABINGTON, PA. 19001	SCALE: 1"=20' DATE: 5/15/97

JOB # 24048

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

DESCRIPTION OF LITESPAN EASEMENT
PREPARED FOR BELL ATLANTIC - PA
THROUGH LANDS OF TOWNSHIP OF UPPER DUBLIN
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel of land designated as a Litespan Easement SITUATE in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a Plan of Proposed Litespan Easement prepared for Bell Atlantic - PA through lands of Township of Upper Dublin dated May 15, 1997 as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the Northwesterly right-of-way line of Butler Pike, said right-of-way line being 30' Northwesterly from and parallel with the centerline, said point being at the distance of three hundred fifty-eight and twenty one-hundredths feet (358.20') measured South forty-two degrees fifty-four minutes fifteen seconds West (S 42° 54' 15" W) along the said right-of-way line of Butler Pike from the point of tangency of a radius round corner, said last mentioned point being at the arc distance of fifteen and seventy-one one-hundredths feet (15.71') measured Southeasterly and Southwesterly along the arc of a circle curving to the right having a radius of ten and no one-hundredths feet (10.00') from the point of curvature on the Southwesterly right-of-way line of East Casals Place (50' wide); THENCE from said point of beginning along the said right-of-way line of Butler Pike; South forty-two degrees fifty-four minutes fifteen seconds West (S 42° 54' 15" W) five and no one-hundredths feet (5.00') to a point a corner; THENCE in and through lands of the Township of Upper Dublin North forty-seven degrees five minutes forty-five seconds West (N 47° 05' 45" W) twenty-four and no one-hundredths feet (24.00') to a point a corner; THENCE still in and through lands of the same South forty-two degrees forty-five minutes fifteen seconds West (S 42° 45' 15" W) six and no one-hundredths feet (6.00') to a point a corner; THENCE still in and through lands of the same North forty-seven degrees five minutes forty-five seconds West (N 47° 05' 45" W) twenty-five and no one-hundredths feet (25.00') to a point a corner; THENCE still in and through lands of the same North forty-two degrees fifty-four minutes fifteen seconds East (N 42° 54' 15" E) seventeen and no one-hundredths feet (17.00') to a point a corner; THENCE still in and through lands of the same South forty-seven degrees five minutes forty-five seconds East (S 47° 05' 45" E) twenty-five and no one-hundredths feet (25.00') to a point a corner; THENCE still in

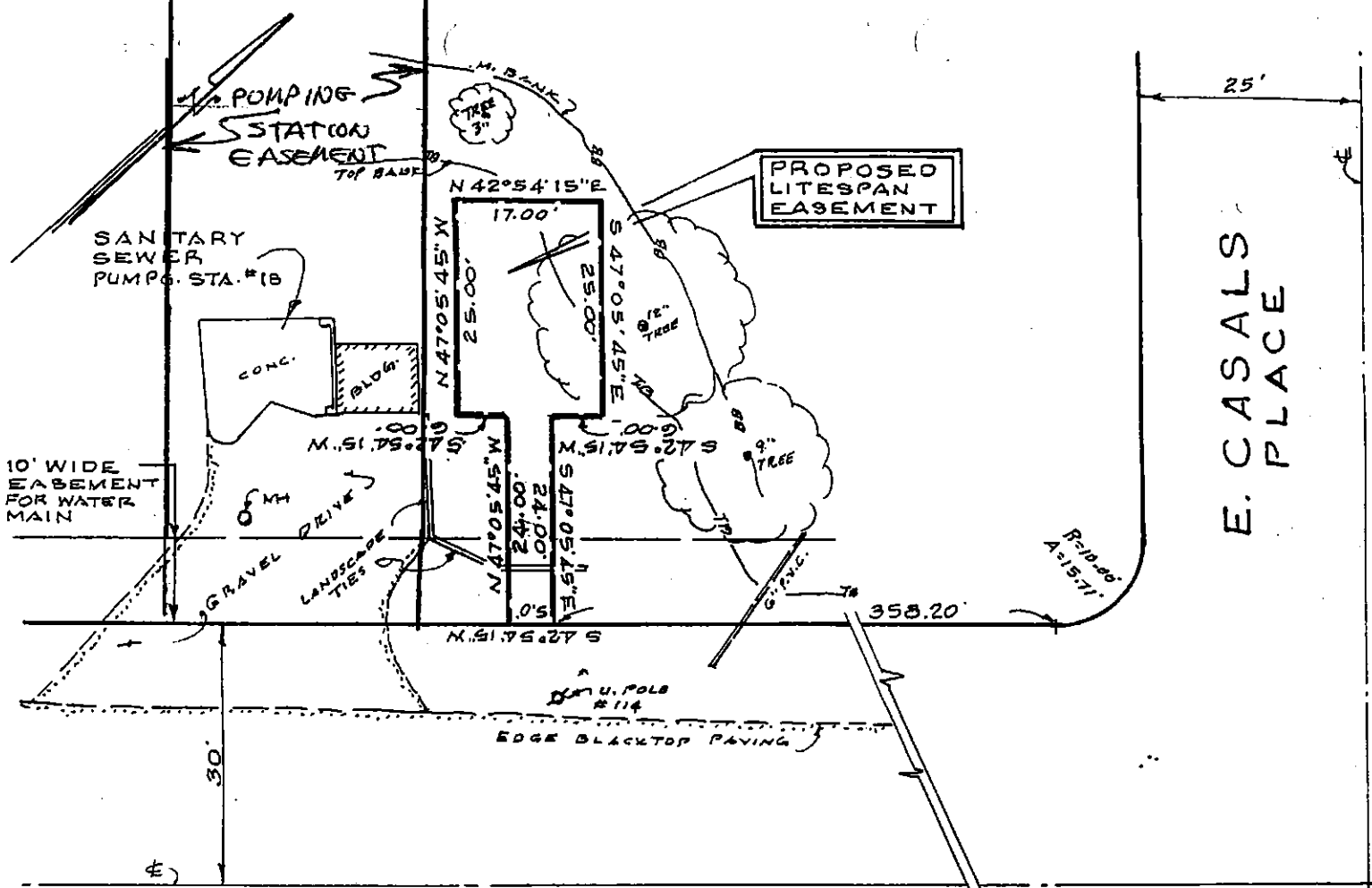
CHARLES E. SHOEMAKER, II
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

DESCRIPTION OF LITESPAN EASEMENT
PREPARED FOR BELL ATLANTIC - PA
THROUGH LANDS OF TOWNSHIP OF UPPER DUBLIN
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

page 2

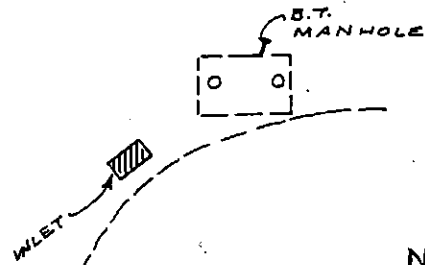
and through lands of the same South forty-two degrees fifty-four minutes fifteen seconds West (S 42° 54' 15" W) six and no one-hundredths feet (6.00') to a point a corner; THENCE still in and through lands of the same South forty-seven degrees five minutes forty-five seconds East (S 47° 05' 45" E) twenty-four and no one-hundredths feet (24.00') to the first mentioned point and place of beginning.

24048
West Conshohocken
May 23, 1997



BUTLER PIKE

MEETINGHOUSE ROAD



NOTE:
 1. IRON PINS SET AT EASEMENT CORNERS
 2. REF SUBDIVISION PLAN - PART NO. 1 OAK TERRACE WEST DATED 7-25-73 LAST REV. 7-23-75 BY C. RAYMOND WEIR ASSOC. INC. (DWG. NO. 1311-B-1)

UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PA

PROPOSED
 LITESPAN EASEMENT
 PREPARED FOR
 BELL ATLANTIC - PA.
 THROUGH LANDS OF
 TOWNSHIP OF
 UPPER DUBLIN

JOB # 24048

CHARLES E. SHOEMAKER, INC.
 1007 EDGE HILL ROAD
 ABINGTON, PA. 19001

SCALE: 1"=20'
 DATE: 5/15/97

RESOLUTION NO. 1627

A resolution by the Upper Dublin Township Board of Commissioners authorizing submission of a grant application under the Montgomery County Open Space Acquisition Grant Program for the purpose of acquiring 7.0 acres of land located at the corner of Camphill Road and Highland Ave. currently under private ownership.

WHEREAS, Mr. Dan Shelikoff, owner, has made 7.0 acres of privately owned open space located at the northwest corner of Camphill Road and Highland Ave. in Fort Washington available for purchase by the Commissioners of Upper Dublin Township; and

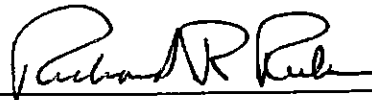
WHEREAS, the Township's 1994 *Open Space and Environmental Resource Protection Plan* has identified this open space site as a high priority for acquisition; and

WHEREAS, the Township has had this property under lease agreement with the former owner since 1975 and has developed and used it as athletic playing fields; and

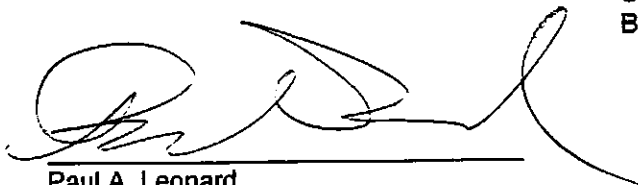
WHEREAS, the Montgomery County Open Space Board has made open space acquisition funds available to Upper Dublin Township through the Municipal Open Space Acquisition Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes its staff to complete and submit an application to the Montgomery county Open Space Board for funding assistance in the purchase of the 7.0 acre open space parcel offered by Mr. Dan Shelikoff.

Signed this 12th day of August A.D. 1997.



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



Paul A. Leonard
Township Manager/Secretary

No. 1628

**RESOLUTION TO APPROVE,
EFFECTUATE AND FINALIZE
DONATION OF REAL ESTATE**

WHEREAS, the Board of Commissioners of the Township of Upper Dublin, is desirous of approving, effectuating and finalizing the donation of a portion of Parcel No. 54-00-03607-00-2 known as Tract No. 1, located at Camp Hill Road and Highland Avenue, Upper Dublin Township (hereinafter "the Property"), by Dan Shelikoff (hereinafter "Shelikoff") to the Township of Upper Dublin (hereinafter "Township"); and

WHEREAS, acceptance of the Property by the Township is contingent upon receipt of an acceptable environmental study; and

WHEREAS, the Township has agreed to pay appropriate closing costs including a portion of the transfer taxes associated with the transaction which are not waived by the various taxing authorities; and

WHEREAS, the Township is appreciative of the generosity and consideration of Dan Shelikoff to the Township.

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

1. That the Township Manager or his designee be authorized and is hereby delegated authority to take all necessary action to effectuate the transfer of title to the Property from Shelikoff to the Township, including but not limited to signing the Purchaser's affidavit, attending settlement and signing the settlement sheet on behalf of the Township;

2. That the Township Manager shall proceed to settlement only upon receipt of an environmental report acceptable to the Township Manager;

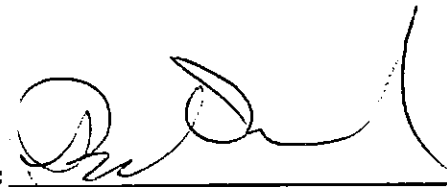
3. That the Township Manager be and is hereby authorized to pay at closing all appropriate closing costs including a portion of the transfer taxes which have not been waived by the various taxing authorities;

4. That the Township Manager or his designee shall notify the Board of Commissioners of the completion of settlement.

RESOLVED, this 12th day of August, 1997.

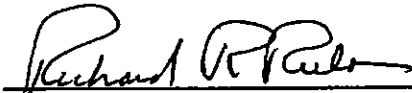
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Attest:



Paul A. Leonard,
Township Secretary

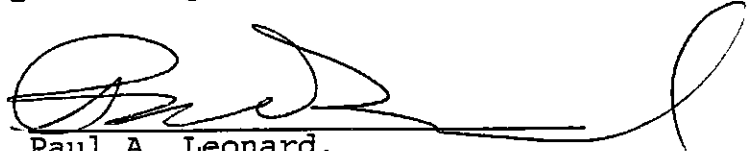
BY:



Richard R. Rulon, President

CERTIFICATION

THIS IS TO CERTIFY that the attached Resolution of the Board of Commissioners of the Township of Upper Dublin authorizing acceptance of the donation by Dan Shelikoff of Tract No. 1 of real estate Parcel No. 54-00-03607-00-2 located at Camp Hill Road and Highland Avenue, is a true and correct copy of such Resolution as adopted by the Board of Commissioners of the Township of Upper Dublin at their Stated meeting held August 12, 1997.

A handwritten signature in black ink, appearing to read 'Paul A. Leonard', written over a horizontal line.

Paul A. Leonard,
Township Secretary

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS**

RESOLUTION NO. 1629

**RESOLUTION REQUESTING PECO ENERGY COMPANY'S IMMEDIATE
RESPONSE TO QUESTIONS ABOUT CHARGES TO THE TOWNSHIP**

WHEREAS, Upper Dublin Township bears an annual cost for street lighting in excess of \$250,000; and

WHEREAS, there is now good reason to question the basis, validity, cost and quality of service provided to the Township for street lighting under PECO Energy Company's street lighting rate (known as Rate SL-E); and

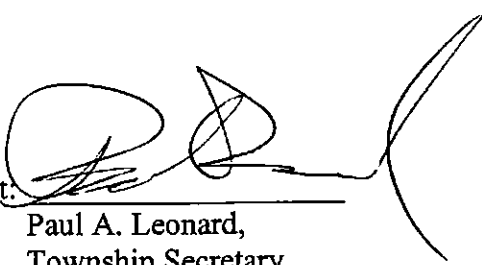
WHEREAS, PECO Energy Company's responses to inquires about the SL-E Rate has been vague, inconclusive and slow in coming, and further raises concerns about the competitiveness of the rate.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby request of PECO Energy complete, timely and detailed justification for the SL-E Rate including but not limited to costs for demand, fuel, customer service, location and depreciated original cost for Upper Dublin Township and all municipalities covered by the SL-E Rate.

FURTHER BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby requests, of the Pennsylvania Public Utility Commission, notice of any potential changes, of any kind, including "housekeeping changes" which PECO Energy intends to make in the SL-E Rate.


RESOLVED, this 12th day of August 1997 at a public meeting of the Board of Commissioners.

Attest:


Paul A. Leonard,
Township Secretary

Board of Commissioners
Township of Upper Dublin

BY:


H. William Gift, Vice President

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1630

**RESOLUTION TO ESTABLISH A TOWNSHIP-WIDE
INTEGRATED PEST MANAGEMENT POLICY**

WHEREAS, the Township of Upper Dublin ("Township") owns and manages several buildings and over 13.00 square miles of land; and

WHEREAS, the control of various pests including insects and rodents is necessary at these facilities in order to maintain a clean, healthy and safe environment for Township employees and the public; and

WHEREAS, Integrated Pest Management ("IPM") involves the coordinated use of pest and environmental information to prevent unacceptable levels of pest damage by the most economical means and with the least possible hazard to people, property and the environment, and to further the goal of balancing costs, benefits, public health protection and environmental quality; and

WHEREAS, IPM involves monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological and education tactics to keep pest populations low enough to prevent intolerable damage or annoyance, utilizing the least harmful pesticide chemicals only when other methods fail to work; and

WHEREAS, it is likely that the Township may reduce the amount of pesticide chemicals applied which may yield a substantial cost savings.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby adopts the following Integrated Pest Management Policy:

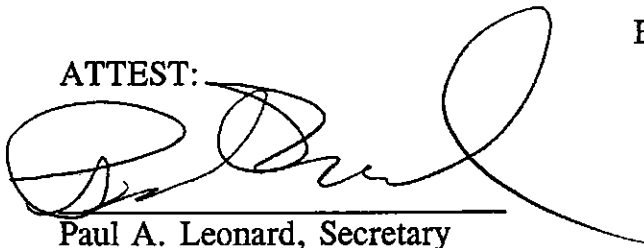
- 1) All pest control contractors or Township employees practicing pest control in Township facilities or on Township property shall be certified pesticide applicators and perform their services in conformance with integrated pest management.
- 2) In every situation, the most environmentally safe mix of tactics to suppress the pest infestation should be selected in accordance with accepted integrated pest management practices.

- 3) Pesticides should be used only if adequate control cannot be achieved with alternate types of treatment.
- 4) Pesticide application should be according to need, rather than by schedule.
- 5) Pesticide use should always consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
- 6) Technical information and material safety data sheets for every pesticide used at a location should be available on site.
- 7) Any pest control work shall be performed in accordance with all applicable laws, and rules and regulations.

RESOLVED, this 9th day of September, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

ATTEST:



Paul A. Leonard, Secretary

ord/resolutn/pestngmt.res

BY:



Richard R. Rulon, President

**RESOLUTION TO SET THE REPORTING AND
FUND DELIVERY REQUIREMENTS FOR THE TAX COLLECTOR
NO. 1631**

WHEREAS, section 25 of the Local Tax Collection Law, act of May 25, 1945, P.L. 1050, no. 394, as amended, 72 P.S. section 5511 et seq. provides that the Township may establish certain requirements for the reporting of all taxes collected each month or period; and

WHEREAS, section 25 of the Local Tax Collection Law provides that the monies collected as taxes each month or period shall be turned over to the Township and that the frequency of each pay over period may be established by the Township; and

WHEREAS, Article VIII, section 803 of the First Class Township Code states that the accounts of the Township Treasurer shall at all times be open to the inspection of the Commissioners or the Township Auditor; and

WHEREAS, Article VIII, section 803 of the First Class Township Code states that the Township Treasurer shall keep distinct accounts of all funds received from taxes and other sources in a bank, banking institution or trust company in the name of the Township.

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

1. That each time the Tax Collector pays over all monies collected during the previous month or period, the Tax Collector shall provide a report to the Township Secretary on a form provided by the Township, and such report shall be delivered no later than 4:00 p.m. five (5) days prior to the next Stated meeting of the Board of Commissioners;
2. That all funds collected by the Tax Collector shall be paid over every two weeks to the Township, except during the discount period when such funds shall be paid over at least weekly, not later than 3:00 p.m. on the Friday of each such week unless that Friday is a holiday, in which case the funds shall be paid over on Thursday;
3. That all taxes collected by the Tax Collector shall be held in an account in a bank, banking institution or trust company in the name of "Upper Dublin Township";

4. That the Township shall audit all records and funds collected by the Tax Collector during the normal financial audit of the Township, and more frequently at the discretion of the Board of Commissioners;
5. That the Board of Commissioners may designate a representative to inspect, on the Board's behalf, the records and funds collected by the Tax Collector at such time as the Board of Commissioners determines.

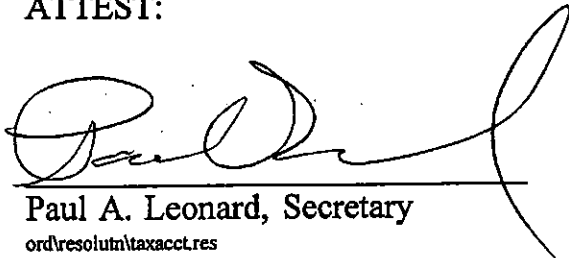
RESOLVED, this 14th day of October, 1997.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN



Richard R. Rulon, President

ATTEST:



Paul A. Leonard, Secretary

ord/resolutn/taxacct.res

RESOLUTION NO. 1632

WHEREAS, Upper Dublin Township has been a participant in the Pennsylvania Drug Reduction Property Program, whereby financial support is provided to local agencies for the purpose of carrying out or promoting, for the residents of a given political area, education and public health programs aimed at reducing the use of drugs in the community; and

WHEREAS, Upper Dublin Township has heretofore acquired personal property which has proved very useful and helpful for these purposes; and

WHEREAS, Upper Dublin Township wishes to continue in this program and is willing to abide by the conditions thereof, including the following:

- (a) The property shall be placed in use by the Township for the purposes for which it was acquired within one year of its receipt and will continue to be used for that purpose for a period of at least one year thereafter.
- (b) For a period of one year after its acquisition, the Township will not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property or remove it permanently for use outside the state without the prior approval of the Pennsylvania Drug Reduction Property Program.

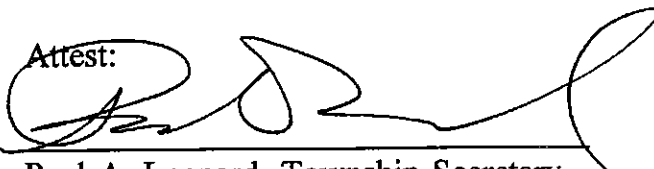
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin and hereby ordered that Terrence P. Thompson, Chief of Police; James Miller, Sergeant; and Michael Murphy, Patrol Commander shall be and are hereby authorized as the Township of Upper Dublin's representatives to apply for participation in and acquire excess property from the Pennsylvania Drug Reduction Property Program and to be obligated to certifications and agreements of the transfer and placement of said property and payment of all service charges imposed.

ENACTED as a Resolution this 14th day October, A.D., 1997.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

Attest:



Paul A. Leonard, Township Secretary

ACKNOWLEDGEMENT

PENNSYLVANIA DRUG REDUCTION PROPERTY PROGRAM (DRPP) CERTIFICATIONS AND AGREEMENTS

(a) THE RECIPIENT CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue Code of 1954.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for education or public health purposes. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior written approval of the DRPP.

(3) Funds are available to pay all costs and charges incident to placement.

(b) THE RECIPIENT AGREES TO THE FOLLOWING CONDITIONS

(1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued in use for such purpose(s) for 1 year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the recipient shall immediately notify the DRPP and, at the recipient's expense, return such property to the DRPP or otherwise make the property available for transfer or other disposal by the DRPP provided the property is still usable as determined by the DRPP.

(c) THE RECIPIENT AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE DRPP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$20,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATION, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of (to be in accordance with provisions of the State Plan of Operation).

(3) In the event the property is not so used as required by (c) (1) and (2), and restriction(b) (1), has expired, right to the possession of such property shall at the option of the DRPP revert to the State of Pennsylvania and the recipient shall release such property to such person as the DRPP shall direct.

(d) THE RECIPIENT AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the condition imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of DRPP under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, and such action is authorized by the DRPP, shall be remitted promptly by the recipient to the DRPP.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the recipient from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect without the prior approval of the DRPP, the recipient at the option of the DRPP shall pay to the DRPP, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by the DRPP.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the recipient for the purpose(s) for which acquired, the recipient shall promptly notify the DRPP, and shall, as directed by the DRPP, return the property to the DRPP, release the property to another recipient or another DRPP, or to a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the recipient to the DRPP.

(4) The recipient shall make reports to the DRPP on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the DRPP.

RECIPIENT AUTHORIZATION/RESOLUTION

IF YOU HAVE A GOVERNING BOARD, COMPLETE SECTION 'A' AND 'B'. IF YOU DO NOT HAVE A GOVERNING BOARD, COMPLETE SECTION 'A' AND 'C'.

BE IT RESOLVED by the Governing Board, or by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) listed below shall be and is (are) hereby authorized as our representative(s) to apply for participation in and acquire Federal excess property from the Pennsylvania Drug Reduction Property Program and to be obligated to Certifications and Agreements of the transfer and placement of said property and payment of all service charge(s) imposed.

	NAME	TITLE	SIGNATURE
A.	Richard Rulon	Commissioner	_____
	William Gift	Commissioner	_____
	Robert Pesavento	Commissioner	_____
	Judy Herold	Commissioner	_____
	Cathy Goettner	Commissioner	_____

B. PASSED AND ADOPTED this 14th day of October, 1997, by the Governing Board of COMMISSIONERS OF UPPER DUBLIN TOWNSHIP.

I. RICHARD R. RULON, PRESIDENT
 Name Title

do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a STATED meeting thereof held at its regular place of meeting at the date and by the vote above state, which resolution is on file in the office of the Board.

Upper Dublin Township

Name of Organization
801 Loch Alsh Ave.

Mailing Address
Fort Washington Montgomery 19034 (signed) Richard R. Rulon
 City County Zip Code Title

C. AUTHORIZED this _____ day of _____, 19____, by:

 Name of Chief Administrative Officer Title

 Name of Organization

 Mailing Address

 City County Zip Code

(Signed) Richard R. Rulon

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION

*Orig. Rec No.
1633
sent to
Commonwealth*

**KEYSTONE RECREATION, PARK AND CONSERVATION FUND
ACQUISITION AND DEVELOPMENT GRANT PROGRAMS RESOLUTION**

RESOLUTION NO. 1633

WHEREAS Act 50 of 1993, the Keystone Recreation, Park and Conservation Fund Act, provides a source of grant funds to the Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, to implement a grant-in-aid program for community park, recreation and conservation projects, rails-to-trails projects, and rivers conservation projects; and

WHEREAS UPPER DUBLIN TOWNSHIP
(name of applicant)

seeks to develop an ATHLETIC FIELDS COMPLEX at the CAMP HILL & HIGHLAND SITE
(acquire, develop, or rehabilitate) (name of property, park, or facility)

for public use in accordance with the provisions of Act 1993-50, and

WHEREAS the applicant shall not discriminate against any employee or against any applicant for employment because of race, religion, color, ancestry, national origin, sex, age or handicap; and

WHEREAS the general public has had the opportunity to comment on the proposed project; and

WHEREAS, to the best of the applicants knowledge, the property to be acquired/developed has not been used for storage/disposal of toxic chemicals/waste, nor is it affected by such a site; and

WHEREAS, to the best of the applicants knowledge, the property to be acquired/developed has not been used for storage/disposal of toxic chemicals/waste, nor is it affected by such a site; and

WHEREAS, to the best of the applicants knowledge, any wetland areas located on the property to be acquired/developed have been identified and will be protected in accordance with applicable state/federal laws and regulations; and

WHEREAS the \$ 400,000 local share will be available to accomplish the proposed project; and
(amount)

WHEREAS the applicant has assessed what administrative, cash, and/or non-cash needs would be required to provide the local match for the requested grant herein applied and affirms that the applicant has the capacity to proceed with the project; and

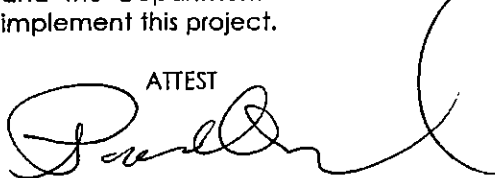
WHEREAS UPPER DUBLIN TOWNSHIP acknowledges the responsibility to
(name of applicant)

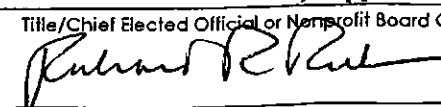
annually budget funds for maintenance/operation of the project site/facility:

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
(governing body)

of the UPPER DUBLIN TOWNSHIP on this 11th day of NOVEMBER 1997
(name of applicant) (month) (year)

that it agrees to comply with the requirements of the Keystone Acquisition and Development Grant program and the Department of Conservation and Natural Resources for the purpose of obtaining grant funds to implement this project.

ATTEST


Richard R. Rulon, President
Board of Commissioners, Upper Dublin Township
Title/Chief Elected Official or Nonprofit Board Chairperson

Signature/Chief Elected Official or Nonprofit Board chairperson

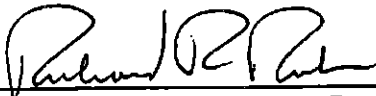
RESOLUTION NO. 1634


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. 8 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 nd day of December, 1997 at a regular stated meeting of the Board of Commissioners.

By: 
President

Attest: 
Secretary

RESOLUTION NO. 1635

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1998.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 1998 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 1998 budget was advertised as required by law and presented at public workshops on November 5, 1997, and on November 11, 1997, and,

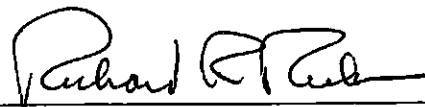
WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 18, 1997, November 25, 1997, and December 2, 1997, and,

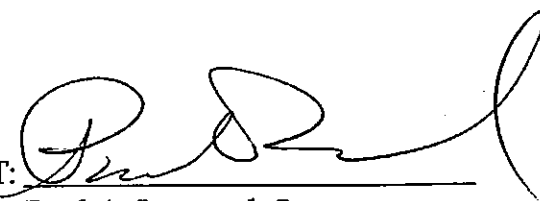
WHEREAS, the proposed budget as amended will take effect on January 1, 1998;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibits, for fiscal year 1998.

ADOPTED this 11th day of December 1997.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
Richard R. Rulon, President

ATTEST: 
Paul A. Leonard, Secretary

3640-FM-WQ0356 Rev. 11/95

DEP Code No.
1-46951-136-34

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

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

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (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 of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS JOHN G. EICHELAUB, INC. has proposed the development of a parcel of land identified as
FOREST CREEK and described in the attached Sewage Facilities Planning Module,
land developer
name of subdivision

and proposes that such subdivision be served by: (circle all that apply) sewer tap-ins sewer extension new treatment facility, individual on-lot systems, community on-lot systems, spray irrigation, retaining tanks, other, (please specify) COMMUNITY FORCEMAIN.

WHEREAS, UPPER DUBLIN finds that the subdivision described in the
municipality

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

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

[Signature] Secretary, PAUL A LEONARD
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 1636, adopted Dec. 9, 19 97.

Municipal Address:

UPPER DUBLIN TOWNSHIP
801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034
Telephone 215-643-1600

*Original to
DEP.
1636*

Seal of
Municipal Body

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
RESOLUTION NO. 1637

RESOLUTION TO DENY APPLICATION OF THE ANDORRA GROUP

WHEREAS, an application for preliminary plan approval was submitted to the Township on July 22, 1996, by Charles J. McIlvaine, P.E., Director of Engineering for the Andorra Group, for a five-lot single family subdivision on Highland Avenue; and

WHEREAS, the application and preliminary subdivision plan prepared by Chambers Associates, Inc., dated June 25, 1996, were identified as U.D. Ref. No. 96-11 and reviewed on behalf of the Township by Metz Engineers; and

WHEREAS, on behalf of the Township, Metz Engineers issued review letter dated September 19, 1996, a copy of which is attached hereto as Exhibit "A", which specifies the defects in the application and plan, describes the requirements which have not been met, and cites to the provisions in the Township Zoning Chapter and Township Subdivision and Land Development Chapter which are relied upon, as well as other general considerations; and

WHEREAS, to date, the applicant has not submitted a revised plan addressing these defects; and

WHEREAS, the applicant has submitted at least five requests for extensions of time for the Board to act upon the application; and

WHEREAS, the only action that has been taken was confirmation of the wetlands by Del Val Soil Consultants which action was initiated by Metz Engineers by letter dated February 19, 1997;

BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby resolves as follows in accordance with section 508 of the Pennsylvania Municipalities Planning Code:

(1) To deny the application of the Andorra Group submitted to the Township on July 22, 1996, at U.D. Ref. No. 96-11 for the reasons outlined in review letter dated September 19, 1996 from Metz Engineers, a copy of which is attached hereto as Exhibit "A".

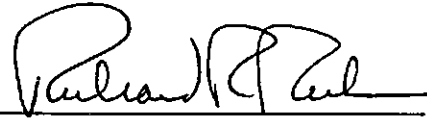
(2) this decision shall be conveyed to the applicant in writing personally or by

(2) A written copy of this decision by resolution shall be conveyed to the applicant personally or by mail within fifteen (15) days from the date hereof.

RESOLVED, this 9th day of December, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY:



Richard R. Rulon, President

ATTESTED



Paul A. Leonard, Secretary

ud\dev\high\davideny.res

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1638

RESOLUTION REGARDING TOWNSHIP ADVISORY BOARDS

WHEREAS, the Board of Commissioners has the authority to establish any Advisory Boards it determines are necessary or important to assist the Board of Commissioners; and

WHEREAS, the Board of Commissioners has established a number of Advisory Boards and has recently conducted a review of the terms and conditions of such Boards; and

WHEREAS, the Board of Commissioners has now determined that certain amendments to the provisions of these Advisory Boards are necessary;

BE IT RESOLVED that the Board of Commissioners of Upper Dublin hereby resolves as follows:

1. The Board of Health shall continue to operate as a five member Board including one reputable physician with at least two years of practice experience. The members shall be appointed by the Board of Commissioners to serve five year terms with one new term to be filled each year.

The Board of Commissioners will also appoint an alternate member who shall serve a five year term and shall be entitled to participate in all proceedings and discussions but shall not be entitled to vote unless designated as a voting alternate member should a regular member be absent at any regularly scheduled meeting.

The Township Health Officer shall serve as a permanent member of the Board of Health in addition to the five resident members and shall act as a representative of the Township Administration.

This Board shall operate in accordance with the applicable provisions in the First Class Township Code.

2. The Civil Service Commission shall continue to operate with three members each serving a six year term with a new member being appointed to begin serving his or her term every two years. No member of the Civil Service Commission shall hold an elected office in the Federal, State, County or local government, except that one member of the Civil Service Commission may be a Township Commissioner. This Commission

shall operate in accordance with the applicable provisions in the First Class Township Code.

3. The Environmental Protection Advisory Board shall continue to operate as a seven member Board with each member each serving a three year term. Two (or three) members shall be appointed to commence a new term every two years.

4. The organization previously established by the Board of Commissioners and known as "Turning Point", is hereby dissolved.

5. The Vacancy Board shall continue to be comprised of the Board of Commissioners and one registered elector of the Township appointed by the Board of Commissioners at the Commissioners' first meeting each calendar year or as soon thereafter as practical, which individual shall act as Chairman of the Vacancy Board. The Vacancy Board shall operate in accordance with the applicable provisions in the First Class Township Code.

6. All terms of appointment to advisory boards in the Township shall commence on July first and terminate on June thirtieth.

7. Any term of appointment, whether set by ordinance or resolution, that would heretofore expire prior to June 30, 1998, shall be extended until June 30, 1998.

8. Any amendments included in this Resolution shall take effect as of January 1, 1998.

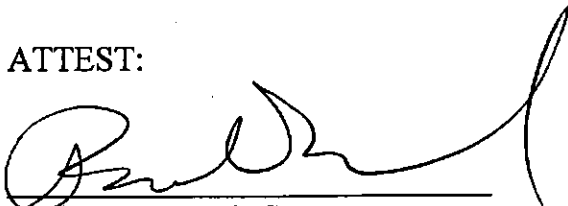
RESOLVED, this 9th day of December, 1997, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP

BY: 

Richard R. Rulon, President

ATTEST:



Paul A. Leonard, Secretary

ud\ord\resolutn\advisebd.sig

RESOLUTION NO. 1639

RESOLUTION TO AUTHORIZE CHECK SIGNERS FOR UPPER DUBLIN TOWNSHIP PAYROLL AND ACCOUNTS PAYABLE BANK ACCOUNTS.

WHEREAS, Upper Dublin Township has established and maintained a payroll bank account and an account payable checking account at CoreStates Bank, and

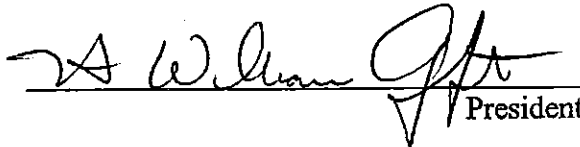
WHEREAS, each bank account requires that all checks, notes, drafts or other orders for payment of money to bearer, or to the order of any person, firm or corporation be signed by any three (3) persons holding the offices of Upper Dublin Township of President, Vice President, Secretary and Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the persons named below are those duly elected or appointed to the office set opposite their respective names.

NAME	TITLE
H. William Gift	President
Judy R. Herold	Vice President
Paul A. Leonard	Secretary
Leslie B. Nylund	Treasurer


ADOPTED this 13th day of January, 1998.

Signed:



President

Attest:



Secretary

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 1640

RESOLUTION TO "PICK-UP" CONTRIBUTIONS TO POLICE PENSION PLAN

WHEREAS, the Township of Upper Dublin established the Upper Dublin Township Police Pension Plan ("Plan") pursuant to Ordinance No. 891 adopted on March 14, 1995, and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article I, Police Pension Plan and Pension Fund; and

WHEREAS, pursuant to the Settlement Agreement between Upper Dublin Township and the Upper Dublin Township Police Department, Collective Bargaining Representative for all Township Police Officers, effective for three years commencing on January 1, 1995 and expiring on December 31, 1997, the parties agreed that the Township would exercise its best efforts to obtain a favorable determination letter from the Internal Revenue Service regarding the qualification of the Plan under Internal Revenue Code section 401(a) so that contributions made by police officers may be treated as "pick-up" contributions under Internal Revenue Code section 414(h); and

WHEREAS, the Township amended and restated the Plan in accordance with Internal Revenue Code section 401(a) and submitted the Plan in proposed form to the Internal Revenue Service for a favorable determination under Code section 401(a) and for a private letter ruling under Code section 414(h); and

WHEREAS, the Internal Revenue Service issued a favorable determination letter regarding the qualification of the Plan under Code section 401(a) on September 30, 1997; and

WHEREAS, the Township expects that, the Internal Revenue Service shall also issue a private letter ruling stating that "pick-up" contributions made pursuant to the amended and restated Plan qualify for favorable tax treatment under Internal Revenue Code section 414(h); and

WHEREAS, Section 8.5 of the amended and restated Plan provides that, as of January 1, 1997, contributions made by police officers shall be treated as "pick-up" contributions; and

WHEREAS, the Township shall adopt the amended and restated Plan.

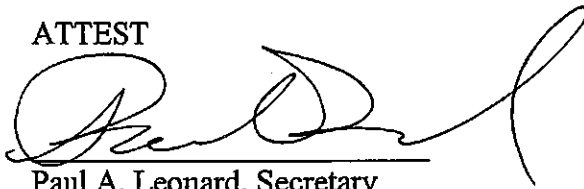
WHEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs that, effective January 1, 1997, all contributions made to the Plan by police officers shall be treated as "pick-up" contributions.

RESOLVED, this thirteenth day of January, 1998.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

ATTEST


Paul A. Leonard, Secretary

**RESOLUTION TO SET FIDELITY BOND AMOUNT
FOR TOWNSHIP TREASURER**

NO. 1641

WHEREAS, Article VIII, section 801 of the First Class Township Code provides that the Commissioners of the Township of Upper Dublin shall prescribe the amount of a Fidelity Bond to be given by the Township Treasurer; and

WHEREAS, the amount of the required bond is to be based upon the probable amount of the annual Township tax; and

WHEREAS, the amount of the bond shall be an amount at least equal to fifty percentum of the probable amount of the annual Township tax, but not more than the total, aggregate amount of taxes to be collected by the Township Treasurer; and

WHEREAS, the Township of Upper Dublin pays that percentage of the bond premium represented by the total taxes charged in the duplicate of the Township relative to the total taxes charged in the duplicate of all the taxing districts for which the Township Treasurer has responsibility; and

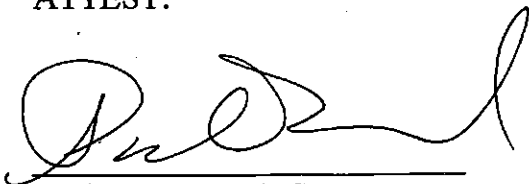
NOW THEREFORE, the Board of Commissioners of the Township of Upper Dublin does hereby resolve:

1. That the amount of the Fidelity Bond for the Township Treasurer shall be at least Fifty Percent (50%) of the probable amount of the annual Township tax;
2. That the cost of the percentage of the Fidelity Bond premium to be paid by the Township shall be publicly announced at a Stated meeting of the Board of Commissioners within a reasonable period of time after the Fidelity Bond has been obtained.

RESOLVED, this 13th of January, 1998.

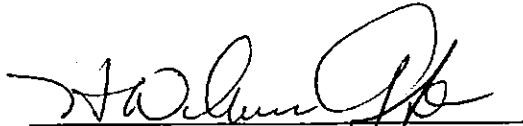
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

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H. William Gift, President

RESOLUTION NO. 1642

A RESOLUTION TO PROVIDE FOR THE RATE OF COMPENSATION FOR THE UPPER DUBLIN TOWNSHIP SOLICITOR.

WHEREAS, pursuant to section 1201 of the Commonwealth of Pennsylvania First Class Township Code , the Board of Commissioners at the commencement of the fiscal year in any even numbered year shall elect by a vote of the majority of its members, one person learned in the law, who shall be the Township Solicitor for the term of two years; and,


WHEREAS, on January 5, 1998, Gilbert P. High, Jr. of the law firm of High, Swartz, Roberts & Seidel was appointed Township Solicitor by the Board of Commissioners; and,

WHEREAS, the compensation of the Township Solicitor shall be fixed by the Board of Commissioners;

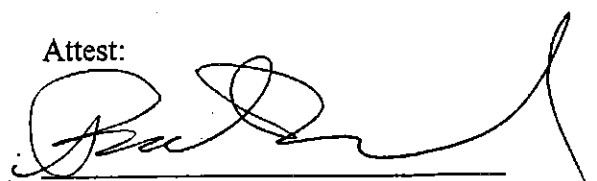
NOW, THEREFORE, BE IT RESOLVED that the compensation paid to the Township Solicitor for the year 1998 shall total \$52,800 for work performed on municipal retainer files and \$135 per hour for all work performed on litigation, project and development files.

ADOPTED this 10th day of February, 1998.

Signed:


H. William Gift, President

Attest:


Paul A. Leonard, Secretary

RESOLUTION NO. 1643

A RESOLUTION TO PROVIDE FOR THE RATE OF COMPENSATION FOR THE UPPER DUBLIN TOWNSHIP ENGINEER

WHEREAS, pursuant to section 1301 of the Commonwealth of Pennsylvania First Class Township Code, the Board of Commissioners at the commencement of the fiscal year in any even numbered year shall elect by a vote of the majority of its members, one person as Township Engineer for the term of two years and who shall be a registered civil engineer; and,

WHEREAS, on January 5, 1998, Jeffrey Wert of the firm of Metz Engineers was appointed Township Engineer by the Board of Commissioners; and,

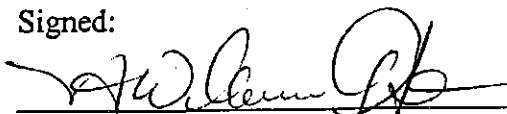
WHEREAS, the compensation of the Township Engineer shall be fixed by the Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the compensation paid for duties performed by the Township Engineer for the year 1998 shall be at the following hourly rates:

Principal Engineer	\$75.00/hour
Professional Engineer	\$70.00/hour
Project Engineer	\$68.00/hour
Project Surveyor	\$66.00/hour
Registered Landscape Architect	\$66.00/hour
Designer	\$54.00/hour
Senior Engineering Technician/CAD Operator	\$48.00/hour
Engineering Technician	\$38.00/hour
Administrative Assistant/Office Services	\$34.00/hour
Engineering Aide	\$28.00/hour
3-Man Survey Corps	\$98.00/hour
2-Man Survey Corps	\$86.00/hour
Construction Representative/Observer	\$40.00/hour
(Overtime - After 4:00 p.m. & Weekends)	\$48.00/hour
Senior Construction Representative/Observer	\$48.00/hour
(Overtime - After 4:00 p.m. & Weekends)	\$60.00/hour

ADOPTED this 10th day of February, 1998.

Signed:


H. William Gift, President

Attest.


Paul A. Leonard, Secretary

RESOLUTION NO. 1644

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the 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. The Agreement is a "Project Letter Agreement" authorizing the raising of Township sanitary sewer manholes as part of a PennDOT road overlay project (Group #6-98-ST52)

ADOPTED this 10th day of February, 1998

Board of Commissioners
Upper Dublin Township

By: [Signature]
President

Attest:
[Signature]
Secretary

original
sent to
PennDOT

ATTACHMENT B
96-99 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. 060600, in COMMONWEALTH's files dated October 2, 1996, 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. Group #6-98-ST52, Section N/A, in Montgomery 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 \$ 6,304.00. 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:

Title
(SEAL)

ATTEST:

Signature
(SEAL)

2-11-98
Date

BY:

Date

Upper Dublin Township
Name of Utility

[Signature]
Title PRSD, DEPT

2-11-98
Date

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY:

Signature

Date

APPROVED AS TO FORM AND LEGALITY

BY:

Chief Counsel

Date

Preapproved form:
OGC No. 18-K-551
Appv'd OAG 8/23/93

ATTACHMENT B
96-99

RE: Group #6-98-ST52

S.R.: 2038 Segment 0030 to 0040 (Susquehanna Rd. to Woodland Ave.)
2018 Segment 0110 to 0140 (Highland Ave. to Tennis Ave.)

County: Montgomery

Utility: Upper Dublin Township

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>
	9999-9950		
	9999-9951		
	9999-9952		
32	9999-9953	\$197.00	\$6,304.00
	9999-9954		
	9999-9955		
	9999-9956		
	9999-9957		
	9999-9958		
	9999-9959		
	9999-9960		
	9999-9961		
	9999-9962		
	9999-9963		
	9999-9964		
	9999-9965		
	9999-9966		

UTILITY RELOCATION CLEARANCE REPORT

TYPE OF RELOCATION WORK AND TIME REQUIREMENTS (REF: DESIGN MANUAL PART 5)

1. **PRIOR:** Completion of work anticipated before the highway contractor's notice to proceed is issued.
Show anticipated date of completion.
 2. **RESTRICTIVE:** Must be completed before highway contractor can operate without restriction.
Show number of utility working days.
 3. **CONCURRENT:** To be accomplished simultaneous with but not restricting contractor's operations.
Show number of utility working days.
 4. **COORDINATED:** Phasing with a special operation of the contractor is required. Indicate roadwork necessary before relocation; e.g.: Clearing & Grubbing, Rough Grading, Bridge Piers, etc. Show number of working days.
 5. **NOT AFFECTED:** Identify areas and any specific instruction.
- ONE UTILITY WORKING DAY EQUALS TWO CALENDAR DAYS OR FIFTEEN UTILITY WORKING DAYS PER MONTH.

County Montgomery
 SR & Section S.R. 2018 & S.R. 2038
 Utility Upper Dublin Township
 Prepared By Ed Davies
 Date 1/12/98
 Construction Contact Ed Davies
 Phone (215)643-1600 x 222
 Date 1/12/98

LIST EACH AREA OF INVOLVEMENT			BRIEF DESCRIPTION OF ADJUSTMENT	TYPE OF RELOCATION EACH AREA (SEE ABOVE)	*COORDINATED WORK: SPECIFY CONTRACTOR'S OPERATION, SEE ABOVE. *INDICATE ANY RELOCATIONS DELAYED PENDING ACTION BY OTHERS AND EXPLAIN; E.G. ACQUISITION OF R/W BY STATE, DEMOLITION OF BUILDINGS, MATERIAL DELIVERY, RELOCATION OF OTHER UTILITIES, ETC.	UTILITY WORK DAY REQ'D OF DATE OF COMPLETION
ROUTE	STATION TO STATION	R/WLI				

UTILITY RELOCATION WORK TO BE INCORPORATED IN THE CONSTRUCTION CONTRACT

ROUTE	STATION TO STATION	R/WLI	BRIEF DESCRIPTION OF ADJUSTMENTS
S.R. 2038	Segment 0030 to Segment 0040 (Susquehanna Rd. to Woodland Ave)		Raise 7 sanitary sewer manholes along N.W. side of Road
S.R. 2018	Segment 0110 to Segment 0140 (Highland Ave. to Tennis Ave.)		Raise 25 sanitary sewer manholes along east side of road (if necessary)

The proposed adjustments described above are necessary relocation adjustments to be undertaken by the above named utility to accommodate the construction of the above listed highway project. Contingent upon the approval of a highway occupancy permit and/or execution of a reimbursement agreement and upon notice proceed by the Department, the above named utility agrees to proceed with these adjustments.

By _____
(Title)

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION

NO. 1645

RESOLUTION TO SELL LEAF MULCH

WHEREAS, the Township presently has approximately 5,000 cubic yards of leaf mulch collected as part of the Township Leaf Collection and Yardwaste Program; and

WHEREAS, said leaf mulch is presently located at the Township leaf collection site on Camphill Road; and

WHEREAS, the Public Works Department has recommended that approximately 3,000 cubic yards of said leaf mulch be sold as one bulk lot with the remaining cubic yards to be used by the Township and given to Township residents; and

WHEREAS, the Public Works Department has estimated that the fair market value of said leaf mulch is approximately \$5 per cubic yard which would generate a fair market value of approximately \$15,000 for sale of 3,000 cubic yards of leaf mulch; and

WHEREAS, pursuant to Section 1501(II) of the First Class Township Code, township personal property of an estimated fair market value of greater than \$1,000 shall only be sold with the approval of the Board of Commissioners by ordinance or resolution; and

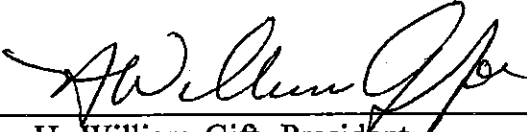
WHEREAS, since fair market value of such personal property is to be greater than \$1,000, the entire lot is to be advertised for sale once, in at least one newspaper of general circulation in the Township, not less than ten (10) days prior to the date fixed for the opening of bids or public auction, which date shall be announced in the advertisement, and sale of the advertised property shall be made to the best responsible bidder.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township, hereby authorizes the Public Works Department to prepare specifications for the sale of approximately 3,000 cubic yards of leaf mulch as one bulk lot, to advertise the sale of

said mulch, and to schedule the opening of bids for said leaf mulch on Tuesday, March 3, 1998. The bids shall be reviewed and awarded to the best responsible bidder by the Board of Commissioners at the Stated meeting on Tuesday, March 10, 1998.

RESOLVED this ^{10th} day of February, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift, President

ATTESTED:

BY: 
Paul A. Leonard, Secretary

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UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 1646

RESOLUTION TO REDUCE CONTRIBUTION TO POLICE PENSION PLAN FOR 1998

WHEREAS, the Act of May 29, 1956, P.L. 1804, as amended Act No. 600 of 1956; 53 P.S. §767 et. seq. provides that a municipality may establish a Police Pension Fund to be maintained by, among other sources, a charge against each member of the Police Department; and

WHEREAS, the Township of Upper Dublin has established the Upper Dublin Township Police Pension Plan pursuant to Ordinance No. 891 adopted on March 14, 1995, and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article I, Police Pension Plan and Pension Fund; and

WHEREAS, Section 35-18 of the Police Pension Plan provides that each member shall contribute to the Plan monthly in an amount equal to not less than 5% of the member's monthly compensation, and that all such contributions shall be made through a payroll deduction system; and

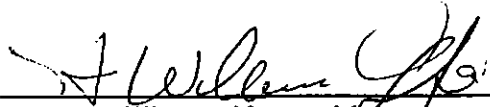
WHEREAS, Act 600, 53 P.S. §772 provides that if an actuarial study shows that the condition of the Police Pension Fund is such that payments into the fund by members may be reduced below the minimum percentages prescribed, and that if such payments are reduced, contributions by the Township will not be required to keep the fund actuarial sound, the Board of Commissioners may, on an annual basis, by ordinance or resolution, reduce payments into the fund by members; and

WHEREAS, pursuant to the Settlement Agreement between Upper Dublin Township and the Upper Dublin Township Police Department, Collective Bargaining Representative for all Township Police Officers, effective for three (3) years commencing on January 1, 1998, and expiring on December 31, 2000, the parties have agreed that the officer's contribution for 1998, in accordance with the certified determination of the Police Pension Plan actuaries, will be 2.22% of an officer's pay.

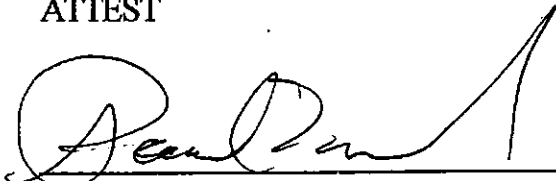
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs that a charge of 2.22% of each Police Officer's salary will be deducted in monthly installments during the calendar year 1998.

RESOLVED, this 10th day of March, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

ATTEST



Paul A. Leonard, Secretary

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UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1647

RESOLUTION TO ADOPT REVISED BY-LAWS FOR
FRIENDS OF ROBBINS PARK

WHEREAS, Friends of Robbins Park ("FORP") was incorporated as a non-profit corporation on October 8, 1992; and

WHEREAS, FORP have prepared a revised set of by-laws with draft date of January 28, 1998, which it supports and proposes for adoption ; and

WHEREAS, according to the present by-laws, the by-laws of FORP may be amended only by majority votes of the Upper Dublin Township Board of Commissioners and the Upper Dublin School Board of Directors; and

WHEREAS, the Upper Dublin School Board of Directors has recently approved the adoption of the said revised by-laws; and

WHEREAS, the Upper Dublin Township Board of Commissioners has reviewed the proposed revised by-laws and finds them to be appropriate and satisfactory.

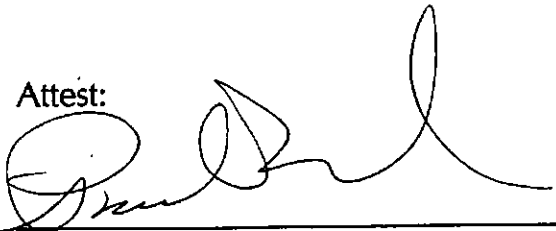
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby adopts the revised by-laws dated January 28, 1998, as proposed by Friends of Robbins Park.

RESOLVED, this 10th day of March, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

Attest:



Paul A. Leonard, Township Secretary

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS**

RESOLUTION NO. 1648

**RESOLUTION TO ENCOURAGE REIMBURSEMENT
TO THE MONTGOMERY COUNTY LIBRARY AND
INFORMATION NETWORK CONSORTIUM**

WHEREAS, Governor Ridge has announced that the 1998-99 Budget for the Commonwealth of Pennsylvania will include approximately \$10 million to be used directly for programs that enhance technology and information access at public libraries; and

WHEREAS, the keystone of this library initiative is approximately \$7 million for the new Technology for Public Libraries program; and

WHEREAS, in late 1997, many of the public libraries in Montgomery County, including the Upper Dublin Public Library, formed a consortium known as the Montgomery County Library and Information Network Consortium ("MCLINC"), in order to provide precisely this kind of advanced technology for the local communities including state-of-the-art library automation and telecommunications, and access to the worldwide web via the Internet; and


WHEREAS, it has been proposed by some of the consortium communities that MCLINC should receive reimbursement or retrospective payment for costs already incurred in moving forward on the technological curve in advance of many library programs in the Commonwealth.

BE IT RESOLVED, that the Board of Commissioners hereby supports MCLINC in its efforts to obtain reimbursement or retrospective payment for its advanced

programs from the 1998-99 Commonwealth budget and hereby encourages the Governor and local legislatures to support this reimbursement.


RESOLVED, this 10th day of March, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 

H. William Gift, President

ATTEST:



Paul A. Leonard, Secretary

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RESOLUTION NO. 16A9

A resolution by the Upper Dublin Township Board of Commissioners adopting the Comprehensive Parks and Recreation Plan as prepared by Toole Recreation Associates and Simone Jaffee Collins, Inc. (12/97) AS REVISED BY 3/10/98

WHEREAS, the Upper Dublin Township Board of Commissioners desires to provide a long-range plan for adequate and quality leisure services for the community; and

WHEREAS, through the combined efforts of a professional recreation planner, certified landscape architects, parks and recreation department staff and community individuals the *Comprehensive Parks and Recreation Plan* has been developed according to the standards and criteria set forth by the Pennsylvania Department of Conservation and Natural Resources; and

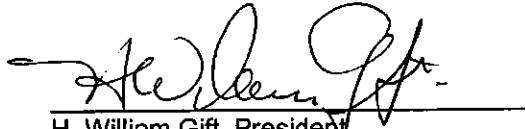
WHEREAS, this plan has been presented publicly and has been available for public review and comment;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby adopts the *Comprehensive Parks and Recreation Plan* for use in future planning and operations of the Township's Department of Parks and Recreation.

Signed this 10 day of MARCH A.D. 1998.



Paul A. Leonard
Township Manager/Secretary



H. William Gift, President
Upper Dublin Township
Board of Commissioners

THIS RESOLUTION MUST BE COMPLETED BY POLITICAL SUBDIVISION IF APPLYING FOR A POLICE OFFICER TO ATTEND A BASIC TRAINING PROGRAM (NOT NECESSARY WITH WAIVER REQUESTS)

RESOLUTION

RESOLUTION NO. 1650

AND NOW, this 14th day of April, 1998 the Township of Upper Dublin
NAME OF POLITICAL SUBDIVISION
of Montgomery
NAME OF COUNTY


County, Pennsylvania, being desirous of obtaining reimbursement of monies for expenses incurred for officer Daniel Patrick Wade, pursuant to the training provisions of the Municipal Police Officers' Education and Training Act, Act 120 1974, hereby enacts the following RESOLUTION:

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

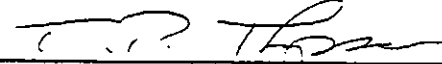
THAT the Township of Upper Dublin hereby agrees
NAME OF POLITICAL SUBDIVISION
that while receiving any funds from the Commonwealth of Pennsylvania pursuant to said Act, the Township of Upper Dublin shall adhere to the rules, regulations and training standards established by the Municipal Police Officers'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

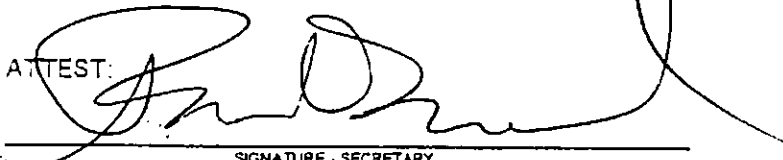
IN WITNESS WHEREOF the Township of Upper Dublin hereby authorizes the execution and attestation of the RESOLUTION and the date first above written.
NAME OF POLITICAL SUBDIVISION

SEAL

by: 
SIGNATURE - HEAD OF POLITICAL SUBDIVISION

William Gift
President, Board of Commissioners
TITLE - HEAD OF POLITICAL SUBDIVISION


SIGNATURE - CHIEF OF POLICE (IF APPLICABLE)

ATTEST: 
SIGNATURE - SECRETARY

Manager/Secretary Paul Leonard
TYPED NAME

4/15/98
Original to
Police Dept

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. ~~987~~ 1651

RESOLUTION TO RESCIND A MORATORIUM AT THE UPPER DUBLIN
WASTEWATER TREATMENT PLANT

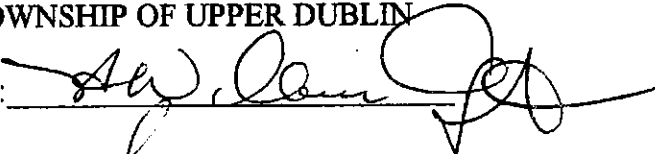
WHEREAS, Upper Dublin Township owns and operates a wastewater treatment plant on Delaware Avenue in the Township; and

WHEREAS, the engineering firm of Carroll Engineering Corporation is presently in the process of upgrading and expanding the Treatment Plant to handle a greater capacity of sewage flow in accordance with DEP regulations and the 537 Plan;

BE IT RESOLVED, that the Board of Commissioners has declared Resolution No. 1474 and 1613 establishing and enforcing a moratorium on any additional Equivalent Dwelling Units (EDUs) to the Treatment Plant be rescinded as a result of additional capacity available at the Treatment Plant.

RESOLVED, this 14 day of April, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

ATTEST:


Paul A. Leonard, Secretary

RESOLUTION NO. 1652

A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, PAUL A. LEONARD, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, H. WILLIAM GIFT, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR RENEWAL OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB AND ANY OTHER ASSOCIATED PAPERS.

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

THEREFORE, BE IT RESOLVED, that an application for said license to expire April 30, 2000 be filed with Pennsylvania Liquor Control Board and that H. William Gift and/or Paul A. Leonard are/is authorized to execute the necessary application and bond along with any other forms and papers required for renewal or change.

ADOPTED this 14 day of APRIL, 19 98.

Signed,



H. William Gift, President
Board of Commissioners
Upper Dublin Township

Attest:



Paul A. Leonard, Township Manager/Secretary

RESOLUTION NO. 1653

A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, PAUL A. LEONARD, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, H. WILLIAM GIFT, TO EXECUTE a PENNSYLVANIA LIQUOR CONTROL BOARD FORM #866, "NOTICE OF CHANGE IN THE OFFICERS."

WHEREAS, it is the desire of the Township of Upper Dublin to keep current its file relating to the Municipal Golf Course Liquor License assigned to Twining Valley Golf Club; and,

WHEREAS, Michael W. Cassidy has assumed the position formerly held by Richard R. Rulon;

NOW, THEREFORE, BE IT RESOLVED, that PLCB form #866, *Notice of Change in the Officers...* and its associated \$200.00 processing fee must filed with Pennsylvania Liquor Control Board and that H. William Gift and/or Paul A. Leonard are/is authorized to execute the necessary form to notify the PLCB of the change in officers.

ADOPTED this 14 day of APRIL, 19 99.

Signed,



H. William Gift, President
Board of Commissioners
Upper Dublin Township

Attest:


Paul A. Leonard, Township Manager/Secretary

RESOLUTION NO. 1654

A resolution by the Upper Dublin Township Board of Commissioners authorizing the filing of a Community Development Block Grant, including all understanding and assurances contained therein, and directing and authorizing Township staff to act in connection with the application and to provide such additional information as may be required.

WHEREAS, Upper Dublin Township desires to submit an application to the Montgomery County Department of Housing for funding through the 1998 Community Development Block Grant Program for renovations at the Upper Dublin Community Pool located in North Hills, PA; and,

WHEREAS, the County requires that certain understandings and assurances have been agreed to by the elected officials of Upper Dublin Township in any of the following areas that apply to the current application (see attached for further explanation):

- Access to Information
- Conflict of Interest
- Nondiscrimination
- Equal Opportunity
- Fair Housing
- Uniform Relocation Assistant
- Hatch Act
- Labor Standards
- Environmental Clearance
- Release of Funds
- Environmental Standards
- Historic Preservation
- Lead-Based Paints
- Financial Requirements
- Procurement
- Other Program Requirements
- Lobbying
- Drug-Free Workplace

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners accepts the conditions set forth by the Montgomery County Department of Housing relative to the 1998 Community Development Block Grant Program; and,

IT IS FURTHER RESOLVED by the Upper Dublin Township Board of Commissioners that Paul A. Leonard, Township Manager and Susan B. Lohoefer, Director of Parks & Recreation are authorized as the official representatives of the application to act in connection with the application and to provide such additional information as may be required.

Signed this 14th day of April, A.D. 1998.



H. William Gift, President
Board of Commissioners

Attest:



Paul A. Leonard
Township Manager/Secretary

CERTIFICATIONS AND ASSURANCES

The Governing Body Certifies that all the information provided in this application is correct to the best of their knowledge.

Official Resolution

The Governing Body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the application to act in connection with the application and to provide such additional information as may be required.

Access to Information

The Governing Body assures that it will give the Department of Housing Services, and the U. S. Department of Housing and Urban Development (HUD), through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the activity; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Conflict of Interest

The Governing Body certifies that no persons described as an employee, agent, consultant, officer, or elected official or appointed official of the governing body, or of any designated public agencies, or Subrecipients which are receiving funds under a Subrecipient Agreement, who exercise or have exercised any functions or responsibilities with respect to Community Development Block Grant Activities, HOME Activities or Emergency Shelter Activities assisted under a Subrecipient Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Nondiscrimination

The Governing Body certifies that it will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- (b) Title IX of the Education Amendments of 1972, as amended (20 USC §§1681-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §794), which prohibits discrimination on the basis of handicaps;
- (d) the Age discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;

- (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (h) Title VIII of the Civil Rights Act of 1968 (42 USC §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
- (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Equal Opportunity

Section 109 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 USC 5309) and the regulations issued pursuant thereto (24 CFR part 570.602), which provide that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.

Fair Housing

Title VIII of the Civil Rights Act of 1968, as amended by Fair Housing Amendments act of 1988 (42 USC 3601-20) and implementing regulations at 24 CFR part 100, which states that no person shall be subjected to discrimination because of race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability or residential real estate-related transactions; and requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing. Actions that the application or subrecipient undertake to affirmatively further fair housing will be consistent with action identified in any locally adopted fair housing analysis.

Uniform Relocation Assistance

The Governing Body assures that it will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted program. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in the purchase.

Hatch Act

The Governing Body assures that it will comply with the provisions of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Labor Standards

The Governing Body assures that it will comply, as applicable, with the provision of the Davis-bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 USC §276c and 18 USC §§ 874), and the Contract Work Hours and Safety Standard Act (40 USC §§ 327-333), regarding labor standards for federally assisted construction subagreements.

Environmental Clearance

The Governing Body will comply with the environmental laws and authorities at 24 CFR parts 50 and 58 and will 1) supply the Department of Housing Services with information necessary for it to perform any necessary environmental review of each activity; 2) carry out mitigating measures required by Housing Services 3) not acquire or otherwise carry out any program activities with respect to any eligible project until Housing Services approval is received.

Release of Funds

The Governing Body acknowledges that receipt of any Grant is subject to the release of funds by the U. S. Department of Housing and Urban Development, and that release of payments will be subject to documenting compliance with all requirements listed in the Grant Agreement to be executed with Montgomery County.

Environmental Standards

The Governing Body assures that it will comply with environmental standards which may be prescribed pursuant to the following:

- (a) institution of environmental quality control measures under the Nation Environmental Policy act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- (b) notification of violating facilities pursuant to EO 11738;
- (c) protection of wetlands pursuant to EO 11990;
- (d) evaluation of flood hazards in floodplain in accordance with EO 11988;
- (e) assurance of project consistency with the approved State management program developed un the Coastal Zone Management Act of 1972 (16 USC §§ 1451 et seq.);
- (f) conformity of Federal actions to State (Clear Air) Implementation Plan under Section 176(c) of the Clear Air Act of 1955, as amended (42 USC § 7401 et seq.);
- (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

Historic Preservation

The Governing Body assures that it will assist in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq.).

Lead-Based Paint

The Governing Body assures that it comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation or residence structures.

Financial Requirements

The Governing Body assures that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

The Governing Body acknowledges that the Federal Programs will not be responsible for any project costs incurred prior to the full execution of a Subrecipient Agreement.

Procurement

The Governing Body acknowledges that the Office of Housing Services must approve and verify that all procurement requirements have been meet in accordance with the Program Regulations. The Office of Housing Services must approve any purchases or the awards of any contracts to be funded in full or in part with any Federal funds granted through the CDBG Program/ HOME Program or ESG Program;

Other Program Requirements

The Governing Body agrees that implementation of any project funded in full or in part will not proceed without full execution of the program requirements as described in the Subrecipient Agreement.

The Governing Body certifies that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Lobbing

The Governing Body certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

Drug-Free Workplace

The Governing Body certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

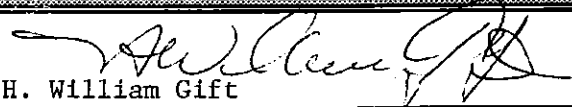
Place of Performance (Street address, city, county, state, zip code)

Upper Dublin Community Pool (construction site)
 401 Logan Ave.
 North Hills, PA 19038

Place of Performance (Street address, city, county, state, zip code)

Upper Dublin Township (administration site)
 801 Loch Alsh Ave.
 Fort Washington, PA 19034
 (215) 643-1600 S. Lohoefer x215 P. Leonard x220

Check if there are workplaces on file that are not identified here; and

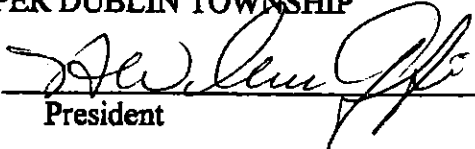
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
 H. William Gift	President Board of Commissioners
APPLICANT ORGANIZATION	DATE SUBMITTED
Upper Dublin Township	4/15/98

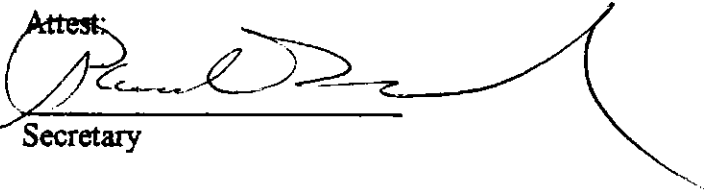
RESOLUTION NO. 165 B

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the 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. The Agreement is a "Project Letter Agreement" authorizing the raising of Township sanitary sewer manholes as part of a PennDOT road overlay project (Group #6-98 ST53)

ADOPTED this 14 day of April, 1998

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
President

Attest:

Secretary

4/15/98
Original to
Public Works
& PennDOT.

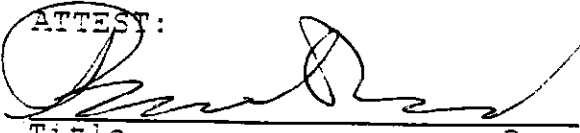
ATTACHMENT B
96-99 PROJECT LETTER AGREEMENT
Incorporated Work

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. 060600, in COMMONWEALTH's files dated October 2, 1996 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. Group #6-96-ST53, Section N/A, in Montgomery County.

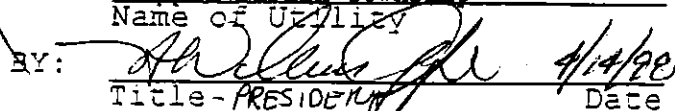
The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$ 6,304.00. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance 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:


Title Date
(SEAL)

BY: Upper Dublin Township
Name of Utility

Title - PRESIDENT Date 4/14/98

ATTEST:

Signature Date
(SEAL)

BY: COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Signature Date

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

Preapproved form:
OGC No. 18-K-551
Appv'd OAG 8/23/93

ATTACHMENT B
96-99

RE: Group #6-98 ST53

S.R.: 2020 (Tennis Ave.) Segment 0050 to 0080 (Bethlehem Pike to Welsh Rd.)

County: Montgomery

Utility: Upper Dublin Township

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 Castings</u>	<u>Bid Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
	9999-9950		
	9999-9951		
	9999-9952		
32	9999-9953	\$197.00	\$6,304.00
	9999-9954		
	9999-9955		
	9999-9956		
	9999-9957		
	9999-9958		
	9999-9959		
	9999-9960		
	9999-9961		
	9999-9962		
	9999-9963		
	9999-9964		
	9999-9965		
	9999-9966		

RESOLUTION
NO. 1657

WHEREAS, the Board of Commissioners of the Township of Upper Dublin is charged with the responsibility of appointing the Zoning Officer and the Building Officer of the Township; and

WHEREAS, Joseph J. Benyo has heretofore served the Township as Zoning Officer and Building Officer; and

WHEREAS, the Board of Commissioners has received the resignation of Mr. Benyo from these positions, effective immediately.

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


(1) The resignation of Joseph J. Benyo as Zoning Officer and Building Officer is hereby accepted, effectively immediately, subject to the termination provisions accompanying his resignation.

(2) Pursuant to Township Code, Paul A. Leonard, Township Manager, shall assume the duties of Zoning Officer and Building Officer on an interim basis.

(3) Effective June 1, 1998, the Board hereby appoints Richard D. Barton as Zoning Officer and as Building Officer.

Entered into as a Resolution this 12th day of May, 1998.

TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

Attest:


Paul A. Leonard, Secretary
g:\ud\ord\resolution\codeenforceresolution2

DEP Code No.
1-46951-138-3H

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

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

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (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 of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and


Brandolini Land
WHEREAS Development Corp. #14 land developer has proposed the development of a parcel of land identified as Coghlan Tract name of subdivision and described in the attached Sewage Facilities Planning Module,

and proposes that such subdivision be served by: (circle all that apply), sewer tap-ins sewer extension, new treatment facility, individual on-lot systems, community on-lot systems, spray irrigation, retaining tanks, other, (please specify) N/A

WHEREAS, Upper Dublin Township municipality finds that the subdivision described in the

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

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


(Signature) Manager
Secretary, Paul Leonard

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 1658, adopted May 12, 19 98.

Municipal Address:
Upper Dublin Township
801 Loch Aish Avenue
Ft. Washington, PA 19034
Telephone (215)643-1600

Seal of
Governing Body

RESOLUTION
NO. 1659

WHEREAS, the Township of Upper Dublin must in due course secure services and products from unregulated providers; and

WHEREAS, the Township deems it advisable to enter into an Intergovernmental Cooperation Agreement for the purchase of such services, rather than to engage in a formal bidding procedure therefore.

NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves as follows:

Section 1. The proper officers of the Township of Upper Dublin are authorized and directed to execute and deliver an Intergovernmental Cooperation Agreement appointing the Municipal Utility Alliance as the consultant of the Township for the purpose of bidding and purchasing electricity and other services and products on behalf of the Township and the other participating municipalities, the agreement being dated April 1, 1998, attached hereto and made a part hereof.

Section 2. The conditions, duration and term, purpose and objection, scope and authority delegated, manner and extend of financing, organizational structure and manner in which personal property shall be acquired, managed and disposed of, are set forth in the attached agreement.

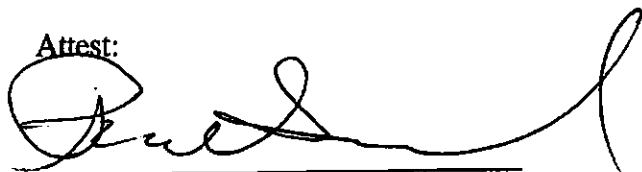
RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 12th day of May, 1998.

TOWNSHIP OF UPPER DUBLIN

By:


H. William Gift, President

Attest:



Paul A. Leonard, Secretary

g:\ud\ord\resolution\elecutilresolution

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

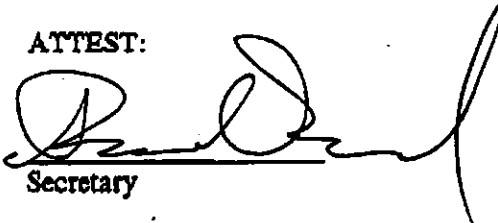
RESOLUTION NO. 1660

BE IT RESOLVED by the authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the authority of the same, that the President of the Board of Commissioners of Upper Dublin Township 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. The Agreement is a "Supplemental General Reimbursement Agreement for Non-Federal Aid Projects" authorizing the reimbursement of the Township's costs by the Pennsylvania Department of Transportation in the Delaware Avenue Bridge Replacement Project.

ADOPTED this 12 day of May, 1998

TOWNSHIP OF UPPER DUBLIN

ATTEST:


Secretary

BY:


President

*original to
Public works
& PennDOT*

RESOLUTION No. 1661

BE IT RESOLVED, by authority of the BOARD OF COMMISSIONERS
(Name of governing body)

of the TOWNSHIP OF UPPER DUBLIN,
(Name of Municipality)

MONTGOMERY County, and it is hereby resolved by authority

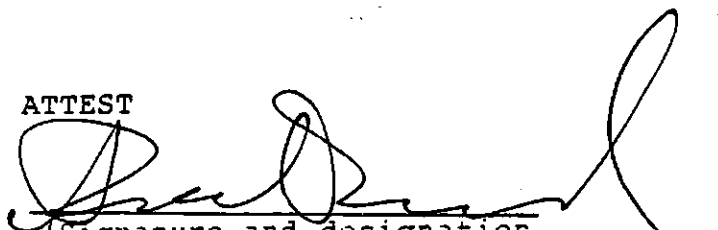
of the same, that the PRESIDENT of said Municipality,
(designate official title)

Authority be authorized and directed to sign the attached grant on

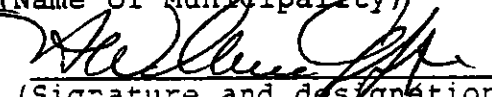
its behalf and that the SECRETARY be authorized
(designate official title)

and directed to attest the same.

ATTEST


(Signature and designation
of official title)
SECRETARY

UPPER DUBLIN TOWNSHIP
(Name of Municipality)

By: 
(Signature and designation
of official title)
PRESIDENT, BOD. OF COMMISSIONERS

(SEAL)

i. PAUL A. LEONARD
(Name)

SECRETARY
(Official title)


of the TOWNSHIP OF UPPER DUBLIN, do hereby certify
(Name of governing body or municipality)

that the foregoing is a true and correct copy of the Resolution

adopted at a regular meeting of the BOARD OF COMMISSIONERS,
(Name of governing body)

held the 12th day of May, 1998.

DATE: MAY 12, 1998


(Signature and designation of
official title)
SECRETARY

original with
Grant

RESOLUTION NO. 1662

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the authority of the same, that this Agreement is an authorization to apply Seal Coat in accordance with the specifications provided for the Consortium (Whitpain Township) contract in the application of this material to Township streets.

ADOPTED this 12 day of May, 1998

Board of Commissioners
Upper Dublin Township

By: 

President

Attest:



Secretary

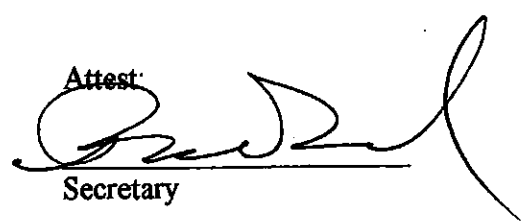
RESOLUTION NO. 1163

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the 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. The Agreement is a "Project Letter Agreement" authorizing the raising of Township sanitary sewer manholes as part of a PennDOT road overlay project (Group #6-98-ST53)

ADOPTED this 12 day of May, 1998

Board of Commissioners
Upper Dublin Township

By: 
President

Attest:

Secretary

RESOLUTION
NO. 1664

WHEREAS, the Township owns and operates a wastewater treatment facility in the Fort Washington Industrial Park, having acquired that facility from Delaware Valley Industrial Partners ("DVIP"); and

WHEREAS, at the time of the acquisition of the wastewater treatment plant a portion thereof was under lease to Lehigh Valley Dairies, Inc., and as a result of that acquisition the Township accepted and undertook any and all responsibilities of DVIP as successor Lessor; and

WHEREAS, Lehigh Valley Dairies, Inc. sold its facilities in the Fort Washington Industrial Park on May 21, 1997 and thereafter notified the Township that neither it nor its grantee had any further need for the demised premises and requested the Township to terminate the lease agreement; and,

WHEREAS, the Township is willing to terminate the lease agreement.

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

1. The lease agreement dated June 1, 1990, as amended, between Delaware Valley Industrial Partners and Lehigh Valley Dairies, Inc., to which the Township of Upper Dublin is a successor Lessor is terminated at the Lessee's request.
2. The Township acting through Carroll Engineering Company, consulting engineers, will designate the equipment owned by Lehigh Valley Dairies, Inc. which will remain on the demised premises and become the property of the Township.
3. The Lessee will remove all equipment not designated by the Township to remain on the property. Upon certification to the Township Manager by Carroll Engineering that such equipment has been removed, the agreement between Lehigh Valley Dairies, Inc. and the Township shall terminate as of that date.

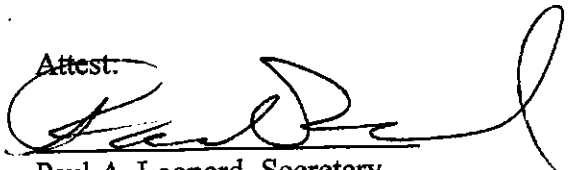
ENACTED as a Resolution by the Board of Commissioners of Upper Dublin Township this 9th day of JUNE, 1998.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP



William H. Gift, President

Attest.



Paul A. Leonard, Secretary

RESOLUTION NO. 1665

**AUTHORIZING UPPER DUBLIN TOWNSHIP TO ENTER INTO AN AGREEMENT
WITH THE COUNTY OF MONTGOMERY TO PROCEED WITH
THE DEVELOPMENT OF A TRAIL THROUGH UPPER DUBLIN TOWNSHIP
AND A PART OF WHITEMARSH TOWNSHIP,
UTILIZING COUNTY AND FHWA FUNDING**

WHEREAS, the County of Montgomery (County) has secured Federal Highway Administration (FHWA) money to construct a trail known as the Cross County Trail between the Schuylkill River Trail in Conshohocken Borough and Byberry Road in Upper Moreland Township; and

WHEREAS, the FHWA money provides for eighty percent (80%) funding for design, right-of-way, construction and construction inspection costs for the Cross County Trail; and

WHEREAS, both the County and Upper Dublin Township (Township) agree that it is in the best interests of both to cooperate in developing a portion of the Cross County Trail through Upper Dublin Township and a part of Whitemarsh Township between Morris Road in Whitemarsh Township and Welsh Road in Upper Dublin Township, with associated access ramps, signs, gates, and landscaping (Trail Project); and

WHEREAS, the Pennsylvania Department of Transportation (PennDOT) has agreed to allow the County's FHWA money to be passed through the Township for development of the Trail Project; and

WHEREAS, the County agrees to allow the Township to take the lead on the Trail Project and to select appropriate design consultants and construction companies to expedite the trail development process; and

WHEREAS, the County agrees to reimburse the Township twenty percent (20%) of all actual costs associated with the Trail Project; and

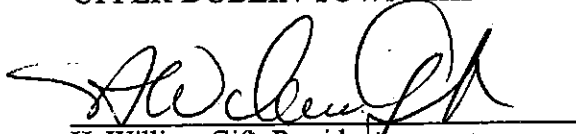
WHEREAS, all contracts and construction work will be done in accordance with PennDOT specifications assuring the County and the Township that the FHWA funding will be reimbursable.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township agrees to enter into an agreement with the County of Montgomery authorizing the Township to develop the Trail Project, to select the appropriate engineering consultant and construction contractors, and to provide funding for the Trail Project with reimbursement from the FHWA and County.

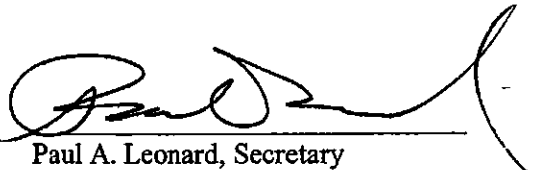
BE IT FURTHER RESOLVED, that under the agreement, the Township will receive twenty percent (20%) of actual design engineering, right-of-way, construction and construction inspection costs for the Trail Project from the County as reimbursement.

ENACTED as a Resolution by the Board of Commissioners of Upper Dublin Township this 9th day of JUNE, 1998.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP


H. William Gift, President

Attest:


Paul A. Leonard, Secretary

RESOLUTION NO. 1666

**RESOLUTION TO ADOPT THE
UPPER DUBLIN TOWNSHIP POLICE PENSION PLAN**

WHEREAS, the Township of Upper Dublin established the Upper Dublin Township Police Pension Plan ("Plan") pursuant to Ordinance No. 891 adopted on March 14, 1995, and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article I, Police Pension Plan and Pension Fund; and

WHEREAS, pursuant to the Settlement Agreement between Upper Dublin Township and the Upper Dublin Township Police Department, Collective Bargaining Representative for all Township Police Officers, effective for three years commencing on January 1, 1995 and expiring on December 31, 1997, the parties agreed that the Township would exercise its best efforts to obtain a favorable determination letter from the Internal Revenue Service regarding the qualification of the Plan under Internal Revenue Code section 401(a) so that contributions made by police officers may be treated as "pick-up" contributions under Internal Revenue Code section 414(h); and

WHEREAS, the Township amended and restated the Plan in accordance with Internal Revenue Code section 401(a) and submitted the Plan in proposed form to the Internal Revenue Service for a favorable determination under Code section 401(a) and for a private letter ruling regarding "pick-up" contribution to the Plan under Code section 414(h); and

WHEREAS, the Internal Revenue Service issued a favorable determination letter regarding the qualification of the Plan under Code section 401(a) on September 30, 1997; and

WHEREAS, the Internal Revenue Service issued a favorable private letter ruling regarding "pick-up" contributions to the Plan under Code section 414(h) on April 28, 1998; and

WHEREAS, the private letter ruling from the Internal Revenue Service provides that "pick-up" contributions made pursuant to the amended and restated Plan qualify for favorable tax treatment under Internal Revenue Code section 414(h) as of January 1, 1997; and

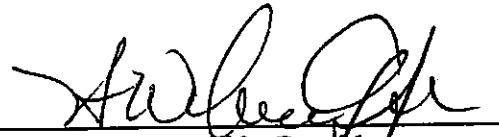
WHEREAS, Section 8.5 of the amended and restated Plan provides that, as of January 1, 1997, contributions made by police officers shall be treated as "pick-up" contributions.

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

- (1) To adopt the Upper Dublin Township Police Pension Plan, as amended and restated to satisfy Internal Revenue Code requirements.
- (2) That the Upper Dublin Township Police Pension Plan, as amended and restated to satisfy Internal Revenue Code requirements, shall be effective as of March 14, 1995.
- (3) That as of the date of this Resolution, said Upper Dublin Township Police Pension Plan shall be set forth in the Appendix of the Code of the Township of Upper Dublin, marked as Chapter A 261, and titled "Police Pension Plan".

RESOLVED, this 14 day of July, 1998.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary
ud\ord\resolutm\policepensionplan

RESOLUTION
NO. 11667

WHEREAS, the Board of Commissioners of the Township of Upper Dublin is authorized to provide for the subdivision and development of land in Upper Dublin Township pursuant to the First Class Township Code; and

WHEREAS, the Board of Commissioners has set forth a procedure for the submission of subdivision and land development projects which procedure and related requirements are set forth and codified in the Code of the Township of Upper Dublin at Chapter 212, with related provisions set forth elsewhere in the Township Code; and

WHEREAS, the Board of Commissioners deems it to be in the best interest of the Township, residents, developers, and all of those individuals and entities conducting subdivision and land development in the Township to utilize uniform engineering and construction standards for the subdivision and development of land within Upper Dublin Township; and

WHEREAS, Metz Engineers, the Township Engineer has prepared a set of Engineering and Construction Standards dated July 14, 1998, which have been reviewed and approved by the Board of Commissioners.

NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves as follows:

- (1) To adopt the Engineering and Construction Standards prepared by Metz Engineers, dated July 14, 1998.
- (2) That as of the date of this Resolution, said Engineering and Construction Standards shall be set forth in the Appendix of the Code of the Township of Upper Dublin, marked as Chapter A 262 and titled "Engineering and Construction Standards".

RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 14 day of JULY, 1998.

TOWNSHIP OF UPPER DUBLIN

By:


H. William Gift, President

Attest:


Paul A. Leonard, Secretary

g:\ud\ord\resolution\engineering and construction standards

RESOLUTION NO. 1668

**RESOLUTION TO APPROVE,
EFFECTUATE AND FINALIZE
DONATION OF REAL ESTATE**

WHEREAS, the Board of Commissioners of the Township of Upper Dublin, is desirous of approving, effectuating, accepting and finalizing the donation by Novartis Consumer Health, Inc. (hereinafter "Novartis") to the Township of Upper Dublin (hereinafter "Township") of seventeen acres, plus or minus, from Parcel No. 54-00-16375-00-5 situate between Virginia Drive and Highland Avenue, Upper Dublin Township and more fully set forth on a plan of subdivision prepared for CIBA Self-Medication, Inc., by Pickering, Corts & Summerson, Inc., Newtown, Pennsylvania, sheet 1 of 1, dated February 23, 1998, as revised (hereinafter "the Property"); and

WHEREAS, the Township has received an acceptable environmental study; and

WHEREAS, the Township has agreed to pay those transfer taxes associated with the transaction which are not waived by the various taxing authorities and those outstanding property taxes properly attributable to the Property;

WHEREAS, the donation is contingent upon final subdivision approval of the Property from the larger parcel of land; and

WHEREAS, the Township is appreciative of the generosity and consideration of Novartis to the Township.

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

1. That the Township Manager or his designee be and is hereby delegated with the

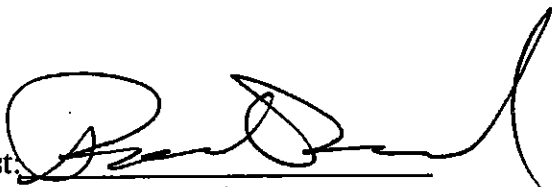
authority to take all necessary action to effectuate the transfer of title to the Property from Novartis to the Township, including but not limited to negotiating and signing the Agreement to Convey Real Estate, proceeding with the subdivision application process, attending settlement, executing the Purchaser's affidavit and signing the settlement sheet and all other necessary closing documents on behalf of the Township.

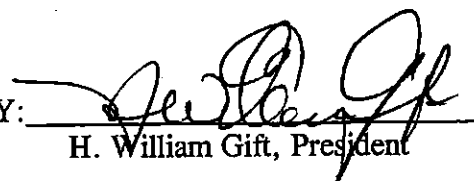
2. That the Township Manager be and is hereby authorized to pay at closing all necessary settlement charges including the transfer taxes (both Buyer's and Seller's) which have not been waived by the various taxing authorities and those pending property taxes properly attributable to the Property from the date of closing.

3. That the Township Manager or his designee shall notify the Board of Commissioners of the completion of settlement.

RESOLVED, this 14th day of July, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Attest: 
Paul A. Leonard,
Township Secretary

BY: 
H. William Gift, President

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
RESOLUTION NO. 1669

**RESOLUTION TO APPROVE, EFFECTUATE AND FINALIZE
PURCHASE OF REAL ESTATE**

WHEREAS, the Board of Commissioners of the Township of Upper Dublin (hereinafter "Township"), is desirous of approving, effectuating, accepting and finalizing the purchase of 2.93 acres from Rhone-Poulenc Rorer Pharmaceutical, Inc. (hereinafter "RPR"), being Parcel No. 54-00-16375-20-3 situate in the Fort Washington Office Park, Upper Dublin Township, Montgomery County (hereinafter "the Property"); and

WHEREAS, the Township has received an acceptable environmental study for the Property; and

WHEREAS, said purchase is contingent upon receipt of open space acquisition funds from the Montgomery County Open Space Board (hereinafter the "Open Space Board"); and

WHEREAS, the Board of Commissioners of Montgomery County has approved the grant of such funds based on a recommendation from the Open Space Board; and

WHEREAS, the approval of the County Commissioners is memorialized in a Resolution dated December 5, 1996, a true and correct copy of which is attached hereto as Exhibit "A", which Resolution contains certain conditions; and

WHEREAS, one of the conditions of approval is that the Township acquire 17 acres of adjacent land through donation or purchase with municipal funds (hereinafter the "Novartis Parcel"); and

WHEREAS, the Novartis Parcel is traversed by the Rapp Run Creek leaving approximately 12 acres on the west side of the creek and approximately 5 acres on the east side of the creek (hereinafter the "Adjacent Parcel").

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

1. The Township Manager or his designee be and is hereby delegated with the authority to take all necessary action to effectuate the purchase of title to the Property from RPR, including but not limited to negotiating and signing supplemental Agreements of Sale, attending settlement, executing the Purchaser's affidavit and signing the settlement sheet and all other necessary closing documents on behalf of the Township.

2. The Township Manager be and is hereby authorized to pay at closing all appropriate settlement charges.

3. The Declaration of Covenants, Conditions and Restrictions prepared by Montgomery County and attached hereto as Exhibit "B" is acceptable to the Board of Commissioners and hereby approved, and the President is designated to sign said Declaration, which will be recorded in the Montgomery County Office for the Recording of Deeds against the Property.

4. The Township will abide by the conditions imposed by the Commissioners of Montgomery County in County Resolution dated December 5, 1996, attached hereto as Exhibit "A".

5. The Township will use the Property and the Adjacent Parcel for recreation, parkland, open space and buildings and accessory structures related to such uses such as parking,

restrooms and equipment storage.

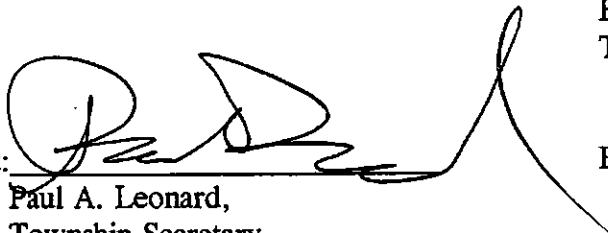
6. If the Township conveys the Adjacent Parcel at any time, the Township will simultaneously acquire or designate the same or approximately the same acreage, elsewhere in the Township for similar uses.

7. The Township Manager or his designee shall notify the Board of Commissioners of the completion of settlement.

8. If after completion of settlement with RPR, the Township is unable to complete settlement by October 30, 1998 on the approximately 17 acre tract with Novartis Consumer Health, Inc., the Township will return to the County the Two Hundred Seventy-Nine Thousand (\$279,000.00) Dollars grant monies. The County of Montgomery, in turn, will remove all restrictions imposed by the County on the 2.92 acre Property or any of the approximate 17 acres presently owned by Novartis.

RESOLVED, this 14th day of July 1998, at a public meeting of the Board of Commissioners.

Attest:


Paul A. Leonard,
Township Secretary

(Subject to Resubmission Pursuant to RE Approval (RPR))

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY:


H. William Gift, President

See Condition # 9

96-C. 566

December 5, 1996

On motion of Mr. Buckman, seconded by Mr. Hoeffel, it was unanimously adopted that,

WHEREAS, the Montgomery County Open Space Ordinance establishing the Open Space Program was adopted on October 28, 1993; and

WHEREAS, Upper Dublin Township has applied for an acquisition grant of \$279,000 for the purchase of the Rorer tract in accordance with the Acquisition Procedures for municipalities as established by the Montgomery County Open Space Board; and

WHEREAS, the Montgomery County Open Space Board has reviewed the acquisition grant application and has found it to be in conformance with the Montgomery County Open Space Ordinance and Open Space Acquisition Guidelines; and

WHEREAS, the Montgomery County Open Space Board by Resolution Number 96-72 recommended approval of the grant application submitted by Upper Dublin Township for the purchase of the Rorer tract subject to certain conditions.


NOW THEREFORE BE IT RESOLVED, the Montgomery County Commissioners hereby approve the acquisition grant application for \$279,000 submitted by Upper Dublin Township to purchase the Rorer tract in accordance with the recommendation of the Open Space Board as contained in their Resolution Number 96-57 and subject to the following conditions:

- 1) The township is responsible for fully disclosing to the County any details of the agreement under which the property is being purchased including any side agreements entered into by the township and property owner; and
- 2) The township must continue to keep the county informed about the progress made in purchasing the Rorer tract. Any new agreements, study results, title reports or other information that the township receives relative to this property purchase shall be fully disclosed to the county; and
- 3) The township shall manage and develop the open space property in an environmentally sensitive manner by minimizing the application of potentially harmful herbicides and pesticides and by preserving and enhancing native vegetation on site which promotes biodiversity; and
- 4) The County Solicitor must review and approve all appropriate agreements developed in accordance with this resolution; and
- 5) The township shall place a restriction on the deed to the property limiting future use of the property to open space and recreation.
- 6) The township should develop appropriate park facilities including landscaping on the property so that it will be used by the public; and
- 7) A sign shall be placed on the property after purchase indicating the source of grant funds for the land acquisition and the public use status of the land; and

continued

EXHIBIT A

Resolution 96-C. 566

- 8) The township shall comply fully with all of the requirements in the Montgomery County Open Space Ordinance and the Open Space Acquisition Grant Guidelines as they relate to the proposed acquisition; and
-  9) The township shall acquire the adjoining 17 acres of land through donation or purchase with municipal funds; and

BE IT FURTHER RESOLVED, that the conditions listed above must be met or agreed upon before the grant is to be awarded which will occur at a joint settlement conveying the property.

cc: File
Controller
Purchasing
Planning

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EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 199____, by

UPPER DUBLIN TOWNSHIP

situate in Montgomery County, Pennsylvania (hereinafter referred to as "Declarant" or "Municipality").

BACKGROUND

Declarant, by Deed dated _____ and recorded in the Office of the Recorder of Deeds for Montgomery County in Deed Book _____ at page _____, acquired a certain parcel of land from **Rhone, Poulenc, Rorer**, containing two and ninety-three one hundredths (2.93) Acres located on Camp Hill Road in Upper Dublin Township, Montgomery County, Pennsylvania, and being Parcel Number _____ being more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

By Ordinance 93-3 adopted on October 28, 1993, the Commissioners of Montgomery County created the Montgomery County Open Space Program whereby County funds are appropriated to grantee municipalities and other entities for the purchase of land for Open Space purposes as set forth in the Ordinance and in Guidelines adopted by the Montgomery County Open Space Board and approved by the County Commissioners.

Pursuant to the Ordinance and Guidelines and criteria of the Montgomery County Open Space Program and County Commissioners' Resolution 96-C.566 adopted December 5, 1996, Declarant has applied for and has received such a grant in the amount of two hundred and seventy-nine thousand dollars (\$279,000) and has used the proceeds from said grant for the acquisition of the Property.

As a condition of the aforesaid Open Space Grant Program, any grantee which obtains such a grant and utilizes the funds for the acquisition of real estate agrees that a covenant restricting the real estate for open space purposes shall be recorded as a restriction running with the land, and that a restrictive covenant shall be placed in the deed to the real estate.

In consideration of the Open Space Grant which it has received, Declarant desires to execute this Declaration of Covenants, Conditions and Restrictions declaring that the Property shall be maintained as open space in accordance with the Montgomery County Open Space Program. Further, Declarant desires that this Declaration shall be recorded as a covenant running with the land, and shall otherwise be legally binding upon the Declarant.

NOW THEREFORE, intending to be legally bound hereby, Declarant hereby declares that the Property shall be utilized and maintained for Open Space purposes in accordance with the

EXHIBIT B

Declaration of Covenants, Conditions, and Restrictions, Page 2

Montgomery County Open Space Program, subject to limitation and further restrictions of use more particularly described below in Article I. No change of use, transfer of ownership, or sale of the Property shall occur without the written consent of the Commissioners of the County of Montgomery, Pennsylvania. This restriction shall have the effect of a covenant running with the land, and shall otherwise be binding upon the Declarant, and shall be enforceable only by the County of Montgomery (hereinafter referred to as "County").

ARTICLE I - RESTRICTIONS

The use of the Property shall be restricted to open space in accordance with the Montgomery County Open Space Program. Any specific restrictions on the use of the Property are, among others, as follows:

- 1) Any new agreements, study results, title reports or other information that the Township receives relative to this property including any side agreements entered into by the Township, shall be fully disclosed to the County.
- 2) The Township shall manage and develop the open space property in an environmentally sensitive manner by minimizing the application of potentially harmful herbicides and pesticides and by preserving and enhancing native vegetation on site which promotes biodiversity.
- 3) The Township should develop appropriate park facilities including landscaping on the property so that it will be used by the public.
- 4) A sign shall be placed on the property after purchase indicating the source of grant funds for the land acquisition and the public use status of the land.
- 5) The Township shall comply fully with all of the requirements in the Montgomery County Open Space Ordinance 93-3 and the Open Space Acquisition Grant Guidelines as they relate to the property.
- 6) The 2.93 acre property which is the subject of this grant may be used for active recreational purposes, including but not limited to, soccer and baseball fields with parking necessary to accommodate those uses. Uses relating to general municipal, public works, or utility purposes are not permitted. Buildings and accessory structures which are recreational in use and relate to the open space use of the property may be constructed. Buildings which relate to municipal or public works purposes may not be constructed.
- 7) The Township shall acquire the adjoining 17 acres of land through donation or purchase with municipal funds. The Township will use approximately 5 acres of the adjoining 17 acres which are located on the east side of Rapp Run Creek for recreation, parkland, open space and buildings and accessory structures related to such uses such as parking, restrooms and equipment storage. If the Township conveys said adjacent 5 acres at any time, the Township will simultaneously acquire or designate the same or approximately the same acreage, elsewhere in the Township for similar uses.

Declaration of Covenants, Conditions, and Restrictions, Page 3

ARTICLE II - ENFORCEMENT

1. The County of Montgomery shall have the exclusive right and power to enforce this covenant and restriction, by any proceedings at law or in equity, against the Declarant or any person or persons violating or attempting to violate any provision of this Declaration of Covenants, Conditions and Restrictions; to restrain violation; to require specific performance and/or to recover damages.
2. Without limiting Declarant's liability therefore, the County, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. The County's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Declaration, and Declarant agrees that the County's remedies at law for any violation of the terms of this Declaration are inadequate and that the County shall be entitled to the injunctive relief described in this Article, both prohibitive and mandatory in addition to such other relief to which the County may be entitled including specific performance of the terms of this Declaration, without necessity or proving either actual damages or the inadequacy of otherwise available legal remedies. The County's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
3. **Cost of Enforcement.** Any costs incurred by the County in enforcing the terms of this Declaration against Declarant, including, without limitation, costs of suit and attorneys' fees, and any cost of restoration necessitated by Declarant's violation of the terms of this Declaration shall be borne by Declarant.
4. The failure by the County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE III - MISCELLANEOUS

1. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity, unless the Commissioners of Montgomery County give written permission to a change of use, transfer of ownership, or sale of the Property.
2. This Declaration shall be recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania.

Declaration of Covenants, Conditions, and Restrictions, Page 4

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

DECLARANT

By: _____

ATTEST:

Declaration of Covenants, Conditions, and Restrictions, Page 5

On this, the _____ day of _____, 199____, before me, the undersigned officer, personally appeared _____

_____ who acknowledged (himself) (herself) (themselves) to be the _____ of _____, and that (he) (she) (they) as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of _____ by (himself) (herself) (themselves) as _____.

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

Notary Public

Resolution No. 11670


A resolution by the Upper Dublin Township Board of Commissioners granting H. William Gift, President and/or Paul A. Leonard, Township Manager/Secretary the authority to execute on behalf of Upper Dublin Township any and all documents and contracts relating to the Camphill & Highland Athletic Field Complex Project funded by the Keystone Recreation, Park and Conservation Fund.

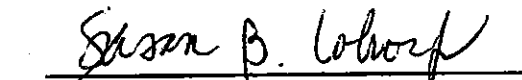
WHEREAS, Upper Dublin Township has applied to and has received grant funding through the Commonwealth of Pennsylvania's Keystone Recreation, Park and Conservation Fund for development of the Camphill & Highland Athletic Field Complex; and

WHEREAS, the Department of Conservation and Natural Resources acting as administrator for the Commonwealth of Pennsylvania relative to this fund, requires that certain individuals be authorized to execute grant contracts and documents relating to the project;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners grants this authority to H. William Gift, President and/or Paul A. Leonard, Township Manager/Secretary.

Signed this 14 day of JULY A.D. 1998.


H. Williams Gift, President
Upper Dublin Township
Board of Commissioners


Susan B. Lohoefer
Assistant Township Secretary

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
RESOLUTION NO. 1671**

**RESOLUTION TO APPROVE PRELIMINARY PLAN
OF EDWARDS TRACT, NEW ELEMENTARY SCHOOL #720**

WHEREAS, the Upper Dublin School District has submitted a plan identified as the "Preliminary Land Development Plan for New Elementary School #720", prepared by Stout, Tacconneli and Associates, Inc., sheets 1 through 14, dated February 13, 1998 and last revised May 26, 1998, (the "Plan"), to the Board of Commissioners for preliminary land development approval; and

WHEREAS, said Plan is for the construction of an elementary school and related parking and playing fields on a tract of land located at the southwest corner of the intersection of Limekiln Pike and Fort Washington Avenue which parcel was formerly known as the "Edwards Farm" or "Edwards Tract"; and

WHEREAS, said Plan has been reviewed by the Township Engineer and by the Montgomery County Planning Commission, and said reviews have been memorialized in letter from Metz Engineers dated August 7, 1998, and letter from the Montgomery County Planning Commission dated June 19, 1998, respectively, which letters and all documents referenced therein, are incorporated herein; and

WHEREAS, the Plan has been reviewed by the Commerce and Interior Committee and by other Township advisory boards and staff, and the Committee has recommended to the full Board of Commissioners that said Plan be given Preliminary Plan Approval subject to the conditions enumerated below.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby conditionally approves the Preliminary Plan dated February 13, 1998, with last revision date July 31, 1998, prepared for the Upper Dublin School District for an Elementary School on the former Edwards Tract subject to the following conditions:

1. Applicant will provide 80 gravel parking spaces on the administration building site on the northerly side of Fort Washington Avenue to handle overflow parking for special school events.

2. Applicant will record the minor subdivision plan prepared for the Upper Dublin Township School District by Woodrow & Associates, Inc., consulting engineers, North Wales, Pennsylvania, dated June 6, 1997, which plan is titled "Final Lot Line Alteration Plan", and consists of one drawing numbered sheet number 1 of 1. This minor subdivision plan conveys 0.48 acres from the Edwards Tract to the Friends Meetinghouse, and was given preliminary and final approval by the Board of Commissioners on September 9, 1997, as outlined in letter dated September 16, 1997,

from Township Manager Paul A. Leonard to Upper Dublin School District Superintendent Dr. Claire G. Brown, Jr.

3. The islands shown on the driveway entrance from Fort Washington Avenue on the proposed plan will not be raised, as indicated, but rather will be painted.

4. Applicant will install one fire hydrant along the emergency access roadway to the school building.

5. Applicant will provide a pedestrian crosswalk in accordance with PennDOT standards from the main parking lot to the school building.

6. If PennDOT determines that additional improvements beyond those shown on the plan are needed at the intersection of Fort Washington Avenue and Limekiln Pike, including improvements to the traffic signal, these improvements will be provided by Applicant at Applicant's sole expense.

7. Curb and Sidewalks

a) Applicant will provide curb, widening and sidewalk to Township specifications along the south side of Fort Washington Avenue for the length of the frontage of the School District property.

b) Applicant will provide curb and widening to Township specifications for the length of the frontage of the School District property on the north side of Fort Washington Avenue.

c) Applicant will provide a limestone walkway on the north side of Fort Washington Avenue and the west side of Limekiln Pike, north of Fort Washington

Avenue for the length of the School District property frontage, with the exception of a portion of said walkway along Fort Washington Avenue between the crosswalk from the elementary school to a sidewalk connection into the Administration building site, which walkway shall be paved (and curbed, if necessary) according to Township specifications in order to facilitate pedestrian and vehicular access between the administration site and the school site.

d) Applicant will provide curb and sidewalk in accordance with Township specifications and PennDOT requirements on the west side of Limekiln Pike, south of Fort Washington Avenue.

e) Once the Township has ordained curb and sidewalks in front of the properties on the south side of Fort Washington Avenue between Meetinghouse Road and the School District property, Applicant will work with the Township in the Township's efforts to acquire the right-of-way.

f) Applicant will provide a pedestrian walkway from Fulton Drive to the School District property to serve as an alternative pedestrian route to students walking along Limekiln Pike.

8. Improvement Escrow. Prior to the commencement of construction, Applicant's engineer and the Township Engineer will agree upon the estimated cost of the public improvements including road widening, curbs, sidewalks, landscaping, storm sewer and sanitary sewer, if any. Within Applicant's construction appropriation, Applicant will allocate 110% of the funds required for these improvements. No funds

will be released to any contractor with regard to these public improvements, unless the Township Engineer has an opportunity to inspect the work for which the release payment is sought, and agrees that said work has been performed according to Township specifications. This arrangement will be memorialized in an Improvement Escrow Agreement to be executed by Applicant and the Township prior to the commencement of construction.

9. Development Agreement. Rather than entering into a Development Agreement after final plan approval, the improvement escrow arrangement outlined above will include a written commitment on the part of Applicant that the public facilities set forth on the final approved plans will be constructed according to those plans. The Improvement Escrow Agreement will also contain the usual provisions for inspection by the Township Engineer of construction work as it progresses.

10. Final Plan Approval. In accordance with section 509 of the Pennsylvania Municipalities Planning Code, final plan approval will not be given by the Board of Commissioners unless and until all improvements are installed in accordance with the Township Code, or until the Improvement Escrow Agreement has been executed and financial security provided as outlined above to cover the cost of said improvements.

Applicant plans to seek final plan approval within six (6) months of the date of this Resolution.

11. Building Permits. Applicant will remit 100% of the normal required building permit and other like fees to the Township. The Township will maintain

records of its actual expenses for plan review, inspections, consultants and professional advisors' fees, and will pay those fees out of the building permit funds. Once the project is complete, the Township will remit back to Applicant the unused portion of these funds.


12. Waiver. Applicant has requested a waiver from curbing in the overflow lot adjoining the bus circle and in the paved play area. This waiver is granted.

RESOLVED, this 11th day of August, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:

BY:


Paul A. Leonard, Secretary

BY:


H. William Gift, President

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RESOLUTION TO AMEND
RESOLUTION NO. 1669 FOR CLARIFICATION

RESOLUTION NO. 1672

WHEREAS, the Board of Commissioners of the Township of Upper Dublin (hereinafter "Township"), adopted Resolution Number 1669 to approve, effectuate and finalize the purchase of approximately 2.93 acres of real estate at its Stated Meeting on July 14, 1998;

WHEREAS, subsequent to the adoption of said Resolution, the Montgomery County Open Space Board requested clarification of the term "designate" in paragraph 6 of the said Resolution;

WHEREAS, in Article I, Paragraph Seven, of the Declaration of Covenants, Conditions and Restrictions prepared by the Solicitor's Office of Montgomery County for recording against the said real estate there is a similar reference to land to be "designated";

WHEREAS, the Board of Commissioners approves the definition of the term "designate" conveyed to Larry J. Folmar, Esquire, of the County Solicitor's Office per letter of Paul A. Leonard, Township Manager, dated July 24, 1998, a copy of which is attached hereto as Exhibit "A";

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

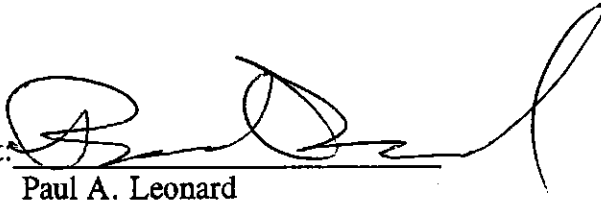
1. That the reference to land to be "designated" in paragraph 6 of Upper Dublin Township Board of Commissioners' Resolution (No. 1669) to Approve, Effectuate and Finalize Purchase of Real Estate from Rhone-Poulenc Rorer Pharmaceutical, Inc. and in Article I, Paragraph Seven of the Declaration of Covenants, Conditions and Restrictions, is intended to apply to land in the Township which has not previously been deed restricted, or otherwise designed for open space purposes.

RESOLVED, this 11th day of August, 1998, at the Public Meeting of the Board of

Commissioners.

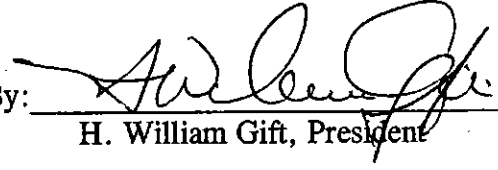
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Attest:



Paul A. Leonard
Township Secretary

By:



H. William Gift, President

Upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797



H. WILLIAM GIFT
President

JUDY R. HEROLD
Vice President

CATHLEEN V. GOETTNER

JULES J. MERMELSTEIN

ROBERT J. PESAVENTO

WILLIAM J. BRYERS

MICHAEL W. CASSIDY

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

July 24, 1998

Larry J. Folmar, Esquire
County Solicitor's Office
Montgomery County Courthouse
P. O. Box 311
Norristown, PA 19404-0311

Re: Upper Dublin Township/RPR/Novartis

Dear Mr. Folmar:

This will confirm that the reference to land to be "designated" in Paragraph Six of Upper Dublin Township Board of Commissioners' Resolution (No. 1669) to Approve, Effectuate and Finalize Purchase of Real Estate from Rhone-Poulenc Rorer Pharmaceutical, Inc. and in Article I, Paragraph Seven of the Declaration of Covenants, Conditions and Restrictions, is intended to apply to land in the Township which has not previously been deed restricted, or otherwise designated for open space purposes.

The Township will prepare the appropriate documentation and amend Resolution No. 1669 to reflect this understanding. We will recommend that the Commissioners vote in favor of this proposal.

Please call me if you have any questions in this regard.

Very truly yours,

Paul A. Leonard
Township Manager

PAL/ln

EXHIBIT A

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1673

*Original
to PA
DEP*

RESOLUTION FOR REVISION TO OFFICIAL SEWAGE FACILITIES PLAN

RESOLUTION OF THE COMMISSIONER'S 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 Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan (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 meet the sewage disposal needs of the municipality; and

WHEREAS, Upper Dublin Township has prepared a report titled, "Text Amendment No. 1, Act 537 Plan Update, Rapp Run/Pine Run Drainage Basins" which provides for the sewage facilities tributary to the Upper Dublin Wastewater Treatment Plant; and

WHEREAS, Upper Dublin Township finds that the Text Amendment No. 1 described above conforms to zoning, subdivision, other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's of Upper Dublin Township hereby adopts and submits to the Department of Environmental Protection for its approval as a revision to the "Official Facilities Plan" of the municipality, the above referenced Text Amendment No. 1. 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).

The Text Amendment No. 1 recommends the following revisions to the current Act 537 Plan:

1. Revised wastewater flow projections for the 5-year, 10-year and the ultimate time frames.
2. Increase in the sizing of the proposed Upper Dublin Wastewater Treatment Plant expansion to a total capacity of 1.10 MGD rather than the 1.00 MGD originally proposed.

The key implementation activities/dates include:

- Upper Dublin review of the Draft Text Amendment No. 1 (7/98)
- Public Notification of Draft Text Amendment No. 1 (7/98)
- Upper Dublin finalizes and adopts the Text Amendment No. 1 (8/98)
- Text Amendment No. 1 submitted to PA DEP for review (8/98)
- PA DEP approval of Text Amendment No. 1 (9/98)
- Submittal of NPDES permits for the UDTWWTP Expansion to PA DEP (9/98)
- Complete Design Phase of Engineering Services (9/98)
- Advertise for Bids for construction (9/98)
- Award Contract, begin construction (1/99)
- Place new facilities into operation (3/00)

RESOLVED, this 11th day of AUGUST, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 

H. William Gift, President

ATTEST: 

Paul A. Leonard, Secretary

DEP Code No.
1-46951-148-34

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT


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

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (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 of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS SCHOOL DISTRICT OF UPPER has proposed the development of a parcel of land identified as
land developer DUBLIN
UPPER DUBLIN ELEMENTARY and described in the attached Sewage Facilities Planning Module,
name of subdivision
SCHOOL # 720
and proposes that such subdivision be served by: (circle all that apply) sewer tap-ins sewer extension, new treatment facility, individual on-lot systems, community on-lot systems, spray irrigation, retaining tanks, other, (please specify) _____

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

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


(Signature)

Manager
Secretary, Paul A. Leonard

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 1674, adopted Sept. 8, 19 98.

Municipal Address:

Upper Dublin Township
801 Loch Alsh Ave.
Ft. Washington, PA 19034
Telephone (215) 643-1600

*Original sent
to PA
DEP.*

RESOLUTION

NO. 167B

**RESOLUTION SUPPORTING THE APPLICATION FOR A
GENERAL PURPOSE FOREIGN TRADE ZONE**

Whereas, 1100 Virginia Drive Associates, including the Fort Washington Expo Center is making application to the U.S. Foreign Trade Zone Board for a General Purpose Zone Grant of Authority.

Whereas, a public meeting was held on Tuesday, October 13, 1998 at 7:30 p.m. at the regular meeting of the Board of Commissioners of Upper Dublin Township, where the Foreign Trade Zone concept was reviewed with the Commissioners and questions were answered satisfactorily for both the Commissioners and the public.

Whereas, the property owned by 1100 Virginia Drive Associates is already zoned for commercial, light industrial and office use by Upper Dublin Township; therefore, the existing zoning permits the proposed Foreign Trade Zone use.

Whereas, the Foreign Trade Zone will be subject to all Upper Dublin Township Code requirements, including zoning regulations.

Whereas, 1100 Virginia Drive Associates have at their own expenses engaged a consultant who has completed a review of obtaining a zone grant for the Fort Washington property and has met with the Philadelphia Foreign Trade Zone #35 to obtain their commitment to file for expansion of the Philadelphia Foreign Trade Zone to include the 1100 Virginia Drive facilities located in Upper Dublin Township, Montgomery County, Pennsylvania.


Whereas, the U.S. Foreign Trade Zone program has effectively assisted numerous communities in enhancing the community's desire to be able to assimilate into the new Global Economy.

Whereas, a General Purpose Foreign Trade Zone can be used as an economic development tool to help retain existing employment in certain situations and to increase employment in other situations.

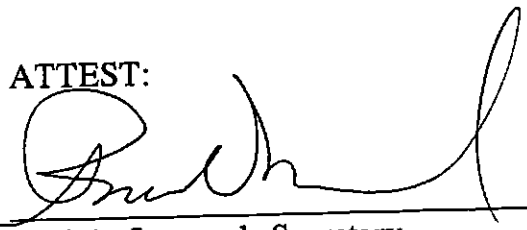
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township support the application of 1100 Virginia Drive Associates for a General Purpose Foreign Trade Zone for 1100 Virginia Drive Associates with the expectation that this Grant of Authority will encourage existing businesses as well as new potential companies to consider Upper Dublin Township as an appropriate location for new investments in jobs and facilities.

RESOLVED, this 13 day of OCTOBER, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary
ud\ord\boc foreign trade resolution

RESOLUTION NO. 1676


A resolution by the Upper Dublin Township Board of Commissioners authorizing submission of an application for an interest free loan in the Montgomery County Infrastructure Loan Program for the purpose of funding the Twining Road Reconstruction Project.

Whereas, the Montgomery County Commissioners have made available interest free capital funding for the improvement, expansion and rebuilding of public infrastructure; and,

Whereas, the Township staff has identified the need to reconstruct Twining Road for increased motorist safety, drainage improvements, improved conveyance of traffic, and safety improvement for residents through corridor widening;

NOW THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes its staff to complete and submit an application to the Montgomery County Infrastructure Loan Review Board in the amount of \$1,193,871 to fund the reconstruction and widening of Twining Road between Dale Avenue and Susquehanna Road.

Signed this 13 day of October 1998, at a public meeting of the Board of Commissioners.

Attest: 
Paul A. Leonard
Township Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift
President



RESOLUTION NO. 1677
APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
FLASHING WARNING DEVICES

DATE OCTOBER 13, 1998

WHEREAS, the Township of Upper Dublin
(CITY, TOWNSHIP, BOROUGH)

Montgomery County, desires to erect, operate and maintain flashing warning devices o
Fort Washington Avenue (S.R. 2022)
(HIGHWAY, STREET, OR INTERSECTION - SHOW L.R. OR T.R. IF KNOWN)

for Upper Dublin Elementary School (to be named later), and
(NAME OF SCHOOL OR NAME AND NUMBER OF FIRE HOUSE WHEN APPLICABLE)

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,

the Township of Upper Dublin will be bound by the following provisions:
(CITY, TOWNSHIP, BOROUGH)

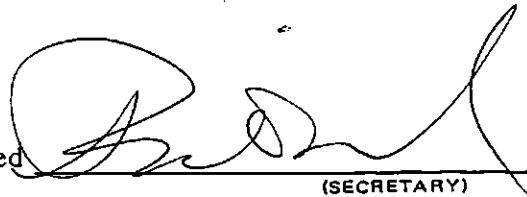
The devices shall be installed and maintained in accordance with the Vehicle Code and the Regulations for traffic signs, signals and markings of the Department of Transportation, and

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

I, PAUL A. LEONARD, Secretary of the Township of Upper Dublin

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

OCTOBER 13, 1998
DATE

Signed 
(SECRETARY)

(SEAL)



RESOLUTION NO. 1678
APPLICATION FOR PERMIT
TO INSTALL AND OPERATE
FLASHING WARNING DEVICES

DATE OCTOBER 13, 1998

WHEREAS, the Township Of Upper Dublin
(CITY, TOWNSHIP, BOROUGH)

Montgomery County, desires to erect, operate and maintain flashing warning devices o
North Limekiln Pike (S.R. 0152)
(HIGHWAY, STREET, OR INTERSECTION - SHOW L.R. OR T.R. IF KNOWN)

for Upper Dublin Elementary School to be named Intra, and
(NAME OF SCHOOL OR NAME AND NUMBER OF FIRE HOUSE WHEN APPLICABLE)

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,

the Township of Upper Dublin will be bound by the following provisions:
(CITY, TOWNSHIP, BOROUGH)

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

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

I, PAUL A. LEONARD, Secretary of the Township of Upper Dublin

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

OCTOBER 13, 1998
DATE

Signed 
(SECRETARY)

(SEAL)

HIGHWAY RESTORATION BOND
SUSQUEHANNA ROAD SANITARY SEWER EXTENSION

M-945R (9-89)
Bureau of Maintenance
and Operations
(Central Permit Office)

RESOLUTION NO. 1679

BE IT RESOLVED, by authority of the UPPER DUBLIN TOWNSHIP
(Name of Municipality/Authority)

of UPPER DUBLIN TOWNSHIP
(Name of Municipality if Authority)

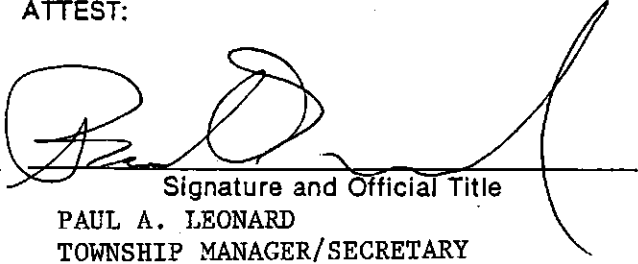
MONTGOMERY County, and it is hereby resolved by authority of the

same, that the PRESIDENT, BOARD OF COMMISSIONERS
(designate official title)

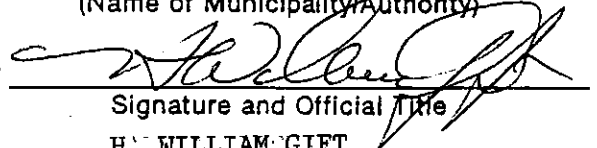
authorized and directed to sign the attached Agreement on its behalf and that the

TOWNSHIP MANAGER/SECRETARY
(designate official title) be authorized and directed to attest the same.

ATTEST:


Signature and Official Title
PAUL A. LEONARD
TOWNSHIP MANAGER/SECRETARY

UPPER DUBLIN TOWNSHIP
(Name of Municipality/Authority)

BY 
Signature and Official Title
H. WILLIAM GIFT
PRESIDENT, BOARD OF COMMISSIONERS

(SEAL)

I, PAUL A. LEONARD
(Name) TOWNSHIP MANAGER/SECRETARY
(Official Title)

of the TOWNSHIP OF UPPER DUBLIN BOARD OF COMMISSIONERS
(Name of Governing Body and Municipality)

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
(Name of Governing Body)

held the 13th day of October, 19 98

DATE: _____, 19 _____

Signature and Official Title

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION
NO. 1680

WHEREAS, the Township is presently possessed of surplus equipment, specifically a 1991 Chevrolet Caprice previously used by the Upper Dublin Township Police Department; and

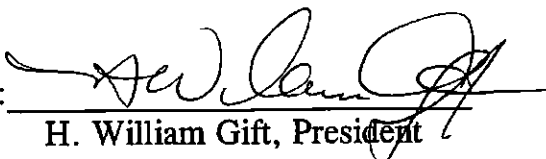
WHEREAS, the estimated fair market value of this surplus equipment is Three Thousand Dollars (\$3,000); and

WHEREAS, the Township of Springfield is interested in purchasing this police vehicle from Upper Dublin Township for use by a Springfield Township volunteer fire company.


IT IS HEREBY RESOLVED that the Board of Commissioners of Upper Dublin Township hereby approves the sale of a 1991 Chevrolet Caprice to the Township of Springfield for the sum of Three Thousand Dollars (\$3,000).

RESOLVED, this 13th day of October, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift, President

ATTEST:

BY: 
Paul A. Leonard, Secretary

[ud\ord\resolutn\surplus]

Resolution No. 11681

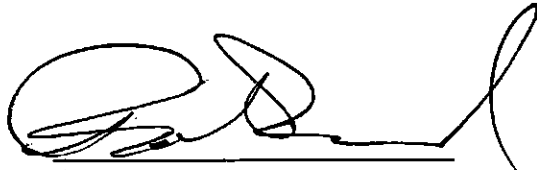
**A resolution by the Upper Dublin Township Board of Commissioners
Authorizing submission of a grant application to the Montgomery County
MUNICIPAL TREE PLANING PROGRAM.**

WHEREAS, the Upper Dublin Township Board of Commissioners desires to take advantage of grant funding available to it for the purpose of purchasing and installing trees; and,

WHEREAS, the Montgomery County Commissioners have established such a program, the MUNICIPAL TREE PLANING PROGRAM, and have charged the Montgomery County Open Space Board with the responsibility of reviewing and recommending applications for funding;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes its staff to submit to the Montgomery County Open Space Board an application for grant funding under the Municipal Tree Planting Program to benefit our comprehensive tree plan.

Signed this 13th day of October A.D. 1998.



Attest


**Upper Dublin Township
Board of Commissioners**

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE,
EFFECTUATE AND FINALIZE
DONATION OF REAL ESTATE
RESOLUTION NO. 1682**

WHEREAS, the Board of Commissioners of the Township of Upper Dublin, is desirous of approving, effectuating, accepting and finalizing the donation by Lehigh Valley Dairies, Inc. (hereinafter "Lehigh") to the Township of Upper Dublin (hereinafter "Township") of Parcel No. 54-00-04624-209, Block 050, Unit 059, situate on Delaware Avenue, Upper Dublin Township (hereinafter "the Property"); and,

WHEREAS, this Property is approximately 31,624 square feet in size and is adjacent to the Sanitary Sewer Treatment Plant; and,

WHEREAS, the Township has agreed to pay those transfer taxes associated with the transaction which are not waived by the various taxing authorities and to pay the outstanding real estate taxes for the Property; and,

WHEREAS, the Township is appreciative of the generosity and consideration of Lehigh to the Township.

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

1. That the Township Manager or his designee be and is hereby delegated with the authority to take all necessary action to effectuate the transfer of title to the Property from Lehigh to the Township, including but not limited to confirming that the Property is environmentally

acceptable, attending settlement, executing the Purchaser's affidavit and signing the settlement sheet and all other necessary closing documents on behalf of the Township.

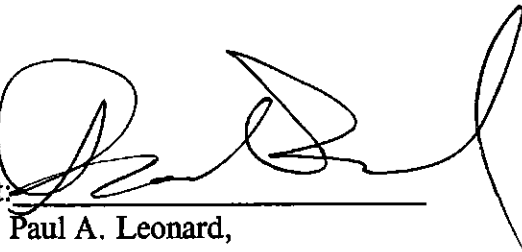
2. That the Township Manager be and is hereby authorized to pay at closing all necessary settlement charges including the transfer taxes (both Buyer's and Seller's) which have not been waived by the various taxing authorities and those property taxes properly attributable to the Property.

3. That the Township Manager or his designee shall notify the Board of Commissioners of the completion of settlement.

RESOLVED, this 10th day of November, 1998, at a public meeting of the Board of Commissioners.

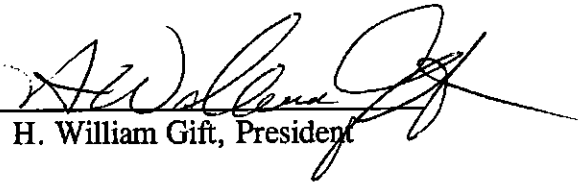
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Attest:



Paul A. Leonard,
Township Secretary

BY:



H. William Gift, President

RESOLUTION NO. 1683

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1999.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 1999 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 1999 budget was advertised as required by law and presented at public workshops on November 4, 1998, and on November 10, 1998, and,

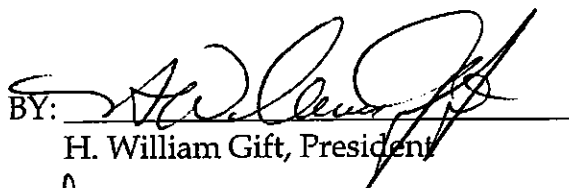
WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 17, 1998, November 24, 1998, and December 1, 1998, and,

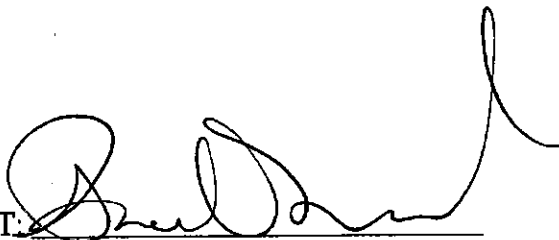
WHEREAS, the proposed budget as amended will take effect on January 1, 1999;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibits, for fiscal year 1999.

ADOPTED this 8th day of December 1998.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
H. William Gift, President

ATTEST: 
Paul A. Leonard, Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
RESOLUTION NO. 1689

RESOLUTION TO DENY APPLICATION OF THE ANDORRA GROUP

WHEREAS, an application for preliminary plan approval was submitted to the Township on July 22, 1996, by Charles J. McIlvaine, P.E., Director of Engineering for the Andorra Group (hereinafter "Applicant"), for a five-lot single family subdivision on Highland Avenue; and

WHEREAS, the application and preliminary subdivision plan prepared by Chambers Associates, Inc., dated June 25, 1996, (hereinafter "Preliminary Plan") were reviewed on behalf of the Township by Metz Engineers; and

WHEREAS, on behalf of the Township, Metz Engineers issued review letter dated September 19, 1996, which specified the defects in the application and Preliminary Plan, described the requirements which had not been met, and cited to the provisions in the Upper Dublin Township Zoning Chapter and Subdivision and Land Development Chapter which were relied upon, as well as other general considerations (hereinafter "Preliminary Plan Review Letter"); and

WHEREAS, by Resolution no. 1637, dated December 9, 1997, the Board of Commissioners denied the preliminary plan application for the reasons set forth in the Preliminary Plan Review Letter; and

WHEREAS, after Applicant appealed this denial to the Court of Common Pleas, in settlement of the appeal, on April 16, 1998, it was stipulated and agreed by the Andorra Group, the Board of Commissioners of Upper Dublin Township and Upper Dublin Township that the Preliminary Plan dated June 25, 1996, is deemed preliminarily approved in terms as presented; and

WHEREAS, on April 17, 1998, the Stipulation and Settlement Agreement was approved by the Honorable Joseph A. Smyth of the Montgomery County Court of Common Pleas; and

WHEREAS, an application for final plan approval was submitted to the Township on June 23, 1998, by Edward J. Hughes, Esquire, counsel for the Applicant, for a five-lot single family subdivision on Highland Avenue; and

WHEREAS, the final subdivision plan submitted with the June 23, 1998 application for final plan approval (hereinafter "Final Plan") is identical to the Preliminary Plan except for the addition of the word "Final"; and

WHEREAS, on behalf of the Township, Metz Engineers issued a review letter dated July 23, 1998, which specifies the defects in the application and Final Plan, describes the requirements which have not been met, and cites to the provisions in the Township Zoning Chapter and Township Subdivision and Land Development Chapter which are relied upon, as well as other general considerations (hereinafter "Final Plan Review Letter"); and

WHEREAS , Applicant was provided with a copy of the Final Plan Review Letter at the time it was prepared by Metz Engineers, in order to conform the Final Plan to the Upper Dublin Township Code; and

WHEREAS, to date, Applicant has not submitted a revised plan addressing these defects, has not submitted additional or supplemental information to the Township, nor has Applicant communicated with the Township regarding Applicant's intentions relative to the final plan application;

BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby resolves to deny the final plan application of the Andorra Group submitted on June 23, 1998, in accordance with section 508 of the Pennsylvania Municipalities Planning Code, and to convey a written copy of this decision by Resolution to the applicant personally or by mail within fifteen (15) days from the date hereof.

The final plan application is being denied for the following reasons:

I. Noncompliance with Zoning Code

Applicant has not provided information sufficient to determine whether the proposed Final Plan is in conformance with the Upper Dublin Township Zoning Chapter (hereinafter "Zoning Code") or, if the Final Plan is not in conformance with the Zoning Code, the Applicant has not provided evidence that an exception or variance has been officially authorized with regard to the areas of non-conformance.

The Upper Dublin Township Subdivision and Land Development Chapter (hereinafter "SLD Code"), section 212-45, provides as follows:

Applicants submitting a final plan for subdivision shall conform to the following standards:

C. Record plan.

- (3) Information to be shown. The plan, which shall include all portions of an approved preliminary plan, shall show:

- (b) Evidence should be provided that the plans are in conformance with Chapter 255, Zoning, and other applicable township ordinances and regulations. In any instance where such plans do not conform, evidence shall be presented that an exception or variance has been officially authorized.

The specific information which Applicant has failed to provide and the specific provisions of the Zoning Code which Applicant's plan violates are as follows:

- 1. Applicant has not identified the slope of the ground or provided sufficient information on the Final Plan, such as contour lines with elevations to enable the Township to determine whether the lots are of the required size. The Zoning Code, section 255-34, provides as follows:

§ 255-34. Regulations

In every zoning district, the following regulations shall apply:

- A. Every lot hereafter created by subdivision having an average slope of at least 10%, but not more than 15%, shall have the minimum lot area increased by a factor of 1.3 and shall not have impervious surfaces exceeding 30% of the lot area as increased.
- 2. All or portions of Applicants' buildings on proposed Lots 1, 2, 3 and 5 are within the Bp (Bowmansville Silt Loam) soil type, delineated as an alluvial soil by the Soil Conservation Service, and thus are within the Floodplain Conservation District as established pursuant to Zoning Code § 255-161(A)(3). Construction of freestanding structures and buildings is prohibited in a Floodplain Conservation District.

The Zoning Code, sections 255-161(A)(3) and 255-164 (A) (4) provide:

§ 255-161. Establishment; boundaries.

- A. The Floodplain District is defined and established as those areas of the township subject to flooding as defined in Subsection A(1), (2) and (3) of this section. The most extensive of those areas described in the following sources shall determine the outermost boundary of the Floodplain Conservation District:

- (3) The low area adjoining and including any water or drainage course or body of water subject to periodic flooding or overflow and delineated as alluvial soils or

local alluvium by the Soil Conservation Service, United States Department of Agriculture, in the Soil Survey of Montgomery County, 1967.

§ 255-164. Prohibited uses.

The following uses shall be specifically prohibited in a Floodplain Conservation District:

A. Identification. In accordance with the administrative regulations promulgated by the Department of Community Affairs to implement the Pennsylvania Floodplain Management Act (Act 166 of 1978), the following activities have been identified as being dangerous to human life or posing a special hazard in floodplain areas:

- (4) All freestanding structures, buildings, with the exception of flood retention dams, culverts and bridges as approved by the Pennsylvania Department of Environmental Resources.

- 3. Grading within a Floodplain Conservation District is only permitted per § 255-165(G) of the Zoning Code by the grant of a Conditional Use by the Board of Commissioners. Applicant has not provided sufficient information on the Final Plan for the Zoning Officer to determine the extent of the proposed construction and grading within the Floodplain Conservation District, although it is obvious from the location of the structures as shown on the plan that some grading within the District will be required. Applicant has not applied for nor obtained a Conditional Use.

§ 255-165. Conditional uses.

The following conditional use may be allowed or denied by the Board of Commissioners after recommendations by the Advisory Boards of the township or other agencies deemed appropriate and Montgomery County Planning Commission pursuant to the standards set forth in this district:

- G. Grading or regrading of lands, including the deposit of topsoils and the grading thereof and the construction of retaining walls. In addition, an application for a special exception for such use shall also be accompanied by a plan indicating the deposition of any fill or material proposed to be deposited by the grading or

regrading of land; such fill or other materials shall be protected against erosion by riprap, vegetation cover or bulkheading.

4. Zoning Code section 255-23 prohibits construction of a structure on any lot that does not abut a public or private street, unless conditional use approval is obtained from the Board of Commissioners in accordance with the conditions outlined in this section. Applicant has not obtained conditional use approval for construction on proposed lot 3, an interior or flag lot. Although this item is correctable, and typically the Board of Commissioners would issue final plan approval conditioned on this item being corrected, since Applicant has not applied for conditional use approval nor communicated with the Township in this regard to indicate it will do so, this item is outstanding as a nonconformance with the Township Code, and therefore interpreted as a reason for denial of the Final Plan.

§ 255-23. Street access required.

No zoning permit shall be issued to construct a structure on any lot unless the lot abuts on a public street or on a private street pursuant to § 255-18 of this chapter; provided, however, that a permit may be issued by the Board of Commissioners as a conditional use within the provisions of Article XXV upon the following conditions: . . .

II. Noncompliance with SLD Code

5. The SLD Code, section 212-45, requires an applicant to submit a final plan for subdivision, which shall include an improvement construction plan setting forth cross-sections of proposed roads with grading and construction details. Applicant has shown none of the above required information on the Final Plan.

§ 212-45. Final Plan.

Applicants submitting a final plan for subdivision shall conform to the following standards:

B. Improvement construction plan.

- (2) Information to be shown. The plan shall contain all the information and details, both on- and off-site, to provide working plans for the construction of the proposed streets, and widening of existing streets, sanitary and storm sewers, utilities, erosion and sediment control, landscaping, including all

appurtenances, as shown on the approved preliminary plan. The information shall include but not be limited to:

- (c) Cross-section. The cross-section shall comply with the township's standards and specifications as minimum requirements. It shall also show a typical cross-section across the road with details of grading and construction as follows: . . .

6. The SLD Code, section 212-45, requires an applicant to submit a final plan for subdivision, which shall include a record plan showing proposed house number, total area and net area of each lot, number of lots, land to be dedicated to public use, and the location, material and size of all monuments. Applicant has shown none of the above required information on the proposed Final Plan. Although these items are correctable, and typically the Board of Commissioners would issue final plan approval conditioned on these items being corrected, since Applicant has not communicated with the Township to indicate any willingness to correct these items, these items are considered outstanding as a nonconformance with the Township Code, and therefore interpreted as a reason for denial of the Final Plan.

§ 212-45. Final Plan.

Applicants submitting a final plan for subdivision shall conform to the following standards:

C. Record plan.

- (3) Information to be shown. The plan, which shall include all portions of an approved preliminary plan, shall show:

- (d) The layout and dimensions, with bearings and distances, of lots, including consecutive numbering of lots and house numbers, building setback lines with distances for the ultimate right-of-way lines, the total area, net area, number of lots, area of each lot and minimum lot size.

- (i) References to any land to be dedicated for public use.
- (j) The location, material and size of all monuments with reference to them.

7. The SLD Code, section 212-45, requires an applicant to submit a final plan for subdivision, which shall include a record plan that has been certified by the registered surveyor and the registered engineer. Applicant's proposed Final Plan has not been certified by either a registered surveyor or a registered engineer. Without this required certification information, the Board of Commissioners cannot issue final plan approval.

§ 212-45. Final Plan.

Applicants submitting a final plan for subdivision shall conform to the following standards:

C. Record plan.

(4) Certificates. When approved, the record plan must show:

- (a) The signature and seal of the registered surveyor certifying that the plan represents a survey made by him, that the monuments shown thereon exist as located and that the dimensional and geodetic details are correct.
- (b) The signature seal and date of the registered engineer verifying that the plan of improvements is true and correct and made by him.

8. The SLD Code, section 212-23(F), requires a grading plan to be submitted in conjunction with a subdivision plan. Applicant's proposed Final Plan does not include the required grading plan. Although this item is correctable, and typically the Board of Commissioners would issue final plan approval conditioned on this item being corrected, since Applicant has not communicated with the Township to indicate any willingness to correct this item, it is considered outstanding as a

nonconformance with the Township Code, and therefore interpreted as a reason for denial of the Final Plan.

§ 212-23. Grading.

- F. Site grading plan. The Township Engineer shall require a grading plan in conjunction with the plan of subdivision or land development in order to ensure compliance with the above standards.

- 9. The SLD Code, section 212-33, permits the Board of Commissioners to require right-of-ways or easements as needed for specific purposes. Applicant has not identified, labeled or provided legal descriptions for Creek Drive, Inverness Avenue or the portion of land parallel to Creek Drive labeled as "former Quarry Avenue", consequently the Board of Commissioners has not been able to determine what easements an/or right-of-ways are necessary.

§ 212-33. Reserve strips; rights-of-way and/or easements; deeds.

- B. Rights-of-way and/or easements for sanitary utilities, road construction or maintenance or for drainage purposes, public utilities or for any specific purpose shall be required by the Board of Commissioners as needed, the location and width in each case to be as determined by the governing body.

Further, pursuant to SLD Code, section 212-18(A), sidewalk is required along Creek Drive. Applicant has not requested a waiver of this requirement, and since the above information is missing from the proposed Final Plan, the Board of Commissioners is unable to determine whether a waiver of sidewalk along Creek Drive is appropriate, or whether Creek Drive is a public or private street, which would necessitate other requirements outlined in section 212-18.

§ 212-18. Sidewalks.

- A. Where required.

- (1) Sidewalks shall be provided along all streets excepting where, in the opinion of the Board, they are unnecessary for the public safety and convenience.

10. The SLD Code, section 212-24, requires drainage easements along natural water courses to a minimum width of 25 feet plus such additional width as conditions warrant in floodplains and demonstrated by runoff studies. Applicant has not provided sufficient information for the Township Engineer to determine whether additional width shall be required, nor has Applicant identified the easement on the Final Plan with bearings and distances. Applicant has not provided runoff studies to prove any requirements with respect thereto.

§ 212-24. Drainage.

B. Requirements.

- (2) Drainage. Drainage easements shall be required along natural watercourses to a minimum width of 25 feet from the center line and may be used for storm and sanitary sewers and as open space. Where conditions warrant, such as in floodplains, additional width shall be required in such cases where runoff treatment requires a wider easement. Runoff studies must prove such requirements beyond the floodplain.

11. The SLD Code, section 212-24, requires the applicant to obtain easements for the discharge of drainage within or beyond the boundary of the subdivision that affects adjoining properties. The applicant has not indicated easements to provide access to drainage pipes located in the drainage basins and the drainage swale across the rear yard on Lot 3. Although this item is correctable, and typically the Board of Commissioners would issue final plan approval conditioned on this item being corrected, since Applicant has not communicated with the Township to indicate any willingness to correct this item, it is considered outstanding as a nonconformance with the Township Code, and therefore interpreted as a reason for denial of the Final Plan.

§ 212-24. Drainage.

B. Requirements.

- (3) Dedication. Where stormwater or surface water will be gathered within the subdivision or land development and discharged or drained in volume over lands within or beyond the boundaries of the subdivisions or land development in such a way to affect adjoining properties, the subdivider,

developer or builder shall reserve or obtain easements over all lands affected. The easements shall be adequate for such discharge of drainage and for carrying off of such water and for the maintenance, repair and reconstruction of the same, including vehicles, machinery and other equipment for such purposes, and which shall be of sufficient width for such passage and work. The subdivider, developer or builder shall convey, at no cost, the easements to the township on demand.

12. The SLD Code, section 212-24, requires storm drains to be of a certain size and roof drains to be discharged into natural watercourses on the property or connected to storm sewer pipes. Applicant has not shown the internal diameter of the proposed storm pipes. Applicant has not identified the proposed discharge locations for stormwater roof drains, nor has Applicant requested a waiver of this requirement. Although these items are correctable, and typically the Board of Commissioners would issue final plan approval conditioned on these items being corrected, since Applicant has not communicated with the Township to indicate any willingness to correct these items, they are considered outstanding as a nonconformance with the Township Code, and therefore interpreted as a reason for denial of the Final Plan.

§ 212-24. Drainage.

C. Design.

- (2) Size. Storm drains shall be adequate for the anticipated runoff when the area is fully developed as permitted by zoning. They shall have a minimum internal diameter of 15 inches and a minimum grade of $\frac{1}{2}$ of 1%.
- (4) Stormwater roof drains. In land development, roof drains shall discharge water into natural watercourses on the property or be connected to storm sewer pipes. Discharge from roof drains over a sidewalk or into gutters will not be permitted. The Board of Commissioners may waive the above requirements if the developer can prove to the township that the proposed system will not cause erosion the vicinity of the roof drain discharge.

13. The SLD Code, Sections 212-26 and 212-27, require documentation by the applicant of the availability and provision of public sanitary sewer and public water, respectively. Applicant has not provided documentation as to whether public sanitary sewer or public water is available and to be provided.

§ 212-26. Sanitary sewers and on-site disposal.

B. Sewers.

- (1) Whenever practicable, sanitary sewers shall be installed and connected to the township sanitary sewer system following review of plans and approval by the Pennsylvania Department of Environmental Resources (DER). In areas not presently served by public sanitary sewers, appropriate sewage disposal must be provided in accordance with the regulations of the DER and, in addition, the installation and capping of sanitary sewer mains and house laterals may be required if studies by the township indicate that extension of public sanitary sewer trunks or laterals to serve the property subdivided appears probable or necessary to protect the public health.

§ 212-27. Water Supply.

- A. The subdivider shall provide public water service to provide adequate supply to each lot in a subdivision. The public water system shall be designed to provide a loop system wherever possible, unless the developer can prove the construction of the loop system will be an undue hardship.

14. The SLD Code, section 212-32, requires an applicant to submit a landscape plan, certified by a registered landscape architect, with all final land development applications. Applicant has not submitted a landscape plan of any kind in violation of the SLD Code.

§ 212-32. Landscaping.

B. General landscaping requirements.


- (4) It is required that all landscape plans be prepared and sealed by a landscape architect registered by

the Commonwealth of Pennsylvania and familiar with this section in order to promote the proper use and arrangement of plant materials. These plans shall be reviewed by the staff members and consultants and voted upon by the Township Board of Commissioners.


- C. When a landscape plan is required. A landscape plan must be submitted with all preliminary and final land development plan applications, except those involving the construction on separate lots of fewer than three (3) single-family residences.

RESOLVED, this 8th day of DEC, 1998, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
H. William Gift, President

ATTESTED


Paul A. Leonard, Secretary
g:\ud\dev\highland\deny reso 120898

1-46951-144-34

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE ~~(SUPERVISORS)~~ (COMMISSIONERS) (~~COUNCILMEN~~) of UPPER DUBLIN TOWNSHIP
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (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 of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

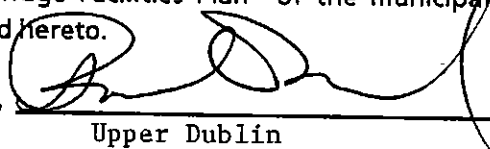
WHEREAS WESTRUM SUSQ. LTD. PARTN. ^{land developer} has proposed the development of a parcel of land identified as GENTRY MANOR (MENGES TRACT), _{name of subdivision} and described in the attached Sewage Facilities Planning Module,

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

WHEREAS, UPPER DUBLIN TOWNSHIP _{municipality} finds that the subdivision described in the

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

NOW, THEREFORE, BE IT RESOLVED that the ~~(Supervisors)~~ (Commissioners) (~~Councilmen~~) of the (Township) (~~Borough~~) (~~City~~) of UPPER DUBLIN hereby adopt and submit to the Department of Environmental Protection 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.

_____, Secretary,  Upper Dublin
(Signature)

COMMISSIONERS
Township Board of ~~Supervisors~~ (~~Borough Council~~) (~~City Council~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # 1685, adopted JANUARY 12, 19 99.

Municipal Address:

UPPER DUBLIN TOWNSHIP
801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034
Telephone 215-643-1600

*Original Resolution
to PA DEP*

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. *1686*

RESOLUTION TO REDUCE CONTRIBUTION TO POLICE PENSION PLAN FOR 1999

WHEREAS, the Act of May 29, 1956, P.L. 1804, as amended Act No. 600 of 1956; 53 P.S. §767 et. seq. provides that a municipality may establish a Police Pension Fund to be maintained by, among other sources, a charge against each member of the Police Department; and

WHEREAS, the Township of Upper Dublin has established the Upper Dublin Township Police Pension Plan pursuant to Ordinance No. 891 adopted on March 14, 1995, and codified in the Upper Dublin Township Code, Chapter 35, Pensions, Article I, Police Pension Plan and Pension Fund; and

WHEREAS, Section 35-18 of the Police Pension Plan provides that each member shall contribute to the Plan monthly in an amount equal to not less than 5% of the member's monthly compensation, and that all such contributions shall be made through a payroll deduction system; and

WHEREAS, Act 600, 53 P.S. §772 provides that if an actuarial study shows that the condition of the Police Pension Fund is such that payments into the fund by members may be reduced below the minimum percentages prescribed, and that if such payments are reduced, contributions by the Township will not be required to keep the fund actuarial sound, the Board of Commissioners may, on an annual basis, by ordinance or resolution, reduce payments into the fund by members; and

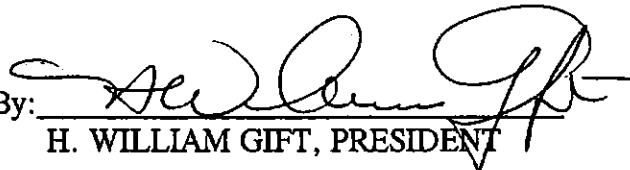
WHEREAS, pursuant to the Settlement Agreement between Upper Dublin Township and the Upper Dublin Township Police Department, Collective Bargaining Representative for all Township Police Officers, effective for three (3) years commencing on January 1, 1998, and expiring on December 31, 2000, the parties have agreed that the officer's contribution for 1999, in accordance with the certified determination of the Police Pension Plan actuaries, will be 1.96% of an officer's pay.

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

directs that a charge of 1.96% of each Police Officer's salary will be deducted in biweekly installments during the calendar year 1999.

RESOLVED, this 12 day of January, 1999, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. WILLIAM GIFT, PRESIDENT

ATTEST


PAUL A. LEONARD, SECRETARY

g:\ud\gen\polpens\resolutn.99

RESOLUTION NO. 1687

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, SANITARY SEWER EASEMENTS, AND
STORM SEWER EASEMENTS AS SHOWN ON
APPROVED SUBDIVISION PLAN FOR
"DUBLIN WOODS"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from THE CUTLER GROUP (hereinafter "Grantor") Deeds of Dedication for public streets (hereinafter together "Streets"), more fully described in Exhibit attached hereto identified as "Deed of Dedication", and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for storm and sanitary sewer easements (hereinafter "Storm and Sanitary"), more fully described in Exhibit attached hereto, identified as "Deed of Dedication for Storm and Sanitary Sewer Easements", and;

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Storm, and Sanitary Sewer which Subdivision Plan was prepared by Urweiler and Walter, Inc., of Sumneytown, Pennsylvania, dated February 3, 1995, as last revised December 5, 1995, bearing Plan No. 93111, and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania, at Book A-56, page 164 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Streets, Sanitary Sewer, and Storm Sewer as shown on the Recorded Plans according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Streets, Sanitary Sewer, and Storm Sewer will be opened and dedicated for public use.

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

1. The Deeds of Dedication offered to the Township for the Streets, Sanitary Sewer, and Storm Sewer more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this subdivision Project and there are no mechanics liens;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated March 27, 1996, covering the cost of the required improvements and professional fees;
- D. Maintenance Bonds and Escrow Agreements therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution;
- E. A complete set of reproducible "As-built" plans and profile drawings of the facilities satisfactory to the Township Engineer.

2. Developer will completely remove the tree on Mundock Road at the common driveway to the satisfaction of the Township Engineer prior to the end of the eighteen (18) month Maintenance period.

3. All payments and documentation shall be to the satisfaction of the Township Solicitor.


4. All legal descriptions and certifications of work completed shall be to the satisfaction of the Township Engineer.

5. The proper officers of the Township are authorized to incorporate this Resolution as an Exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

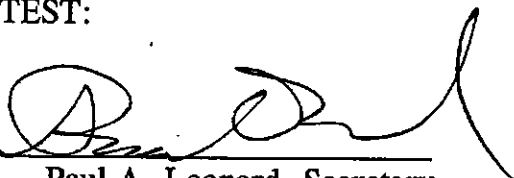
6. The public streets, as described in the attached Exhibit(s) shall hereafter be designated on the official map of streets in the Township as public streets.

RESOLVED, this 2nd day of January, 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

ATTEST:

By: 
Paul A. Leonard, Secretary

ud\dev\dubwoods\resolution to accept deed of dedication

**DEED OF DEDICATION
FOR STORM AND SANITARY SEWER EASEMENTS
OFFERED BY DEVELOPER THE CUTLER GROUP, INC.
ACCORDING TO SUBDIVISION PLAN FOR "DUBLIN WOODS"**

THIS DEED OF DEDICATION made this 12th day of January, A.D., 1998,⁹
between THE CUTLER GROUP, INC., a corporation organized pursuant to the laws of
the Commonwealth of Pennsylvania located at 5 Sentry Parkway West, Suite 100, Blue
Bell, PA, 19422 (hereinafter "Grantor"), and TOWNSHIP OF UPPER DUBLIN, a
Township of the first Class situate at 801 Loch Alsh Avenue, Fort Washington, in the
County of Montgomery and Commonwealth of Pennsylvania, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel tract of real property situate
in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, with regard to said tract of real estate, Grantor and Township have
entered into a Developer's Agreement dated March 27, 1996, and recorded on April 15,
1996, in the Office for the Recording of Deeds, Norristown, Pennsylvania, Book 5145,
page 16; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed
a subdivision plan prepared by Urwiler and Walter, Inc., of Sumneytown, PA, dated
February 3, 1995, as last revised December 5, 1995, bearing Plan No. 93111, consisting
of sheets numbered one through fourteen; and

WHEREAS, said plans were approved by the Board of Commissioners of the Township
of Upper Dublin on September 12, 1995; and

WHEREAS, said approved plans were recorded in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A-56, page 164 (hereinafter referred to as the "Recorded Plan") ; and

WHEREAS, the Dublin Woods Development consists of eighteen single family homes; and

WHEREAS, Grantor now wishes to dedicate storm and sanitary sewer easements shown on the Subdivision Plan to the public.

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to them accruing, as well as for diverse considerations affecting the public welfare, which they seek to advance, have granted, bargained, sold and confirmed, and by these presents do grant, bargain, sell and confirm unto the Grantee, its successors and assigns, permanent easements and rights-of-way over ALL THAT CERTAIN property situate in the Township Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being shown as follows on the Recorded Plans, and being more fully described in exhibits attached hereto identified as follows:

Exhibit "A" - 25 foot wide sanitary sewer access easement through lot 2.

Exhibit "B" - 20 foot wide sanitary sewer easement through lot 4 and lot 2.

Exhibit "C" - 10 foot wide sanitary sewer easement through lot 9.

Exhibit "D" - proposed drainage easement in lot 1.

Exhibit "E" - 20 foot wide storm sewer easement through lot 4 and lot 5.

Exhibit "F" - 20 foot wide storm sewer easement through lot 6.

Exhibit "G" - detention basin easement through lot 6.

Exhibit "H" - 20 foot wide drainage and utility easement through lot 9 and lot 17.

Exhibit "I" - 20 foot wide storm sewer easement through lots 11, 12 and 13.

Exhibit "J" - storm sewer and detention basin easement in lots 14 and 15.

Exhibit "K" - 20 foot wide storm sewer easement through lot 15.

Exhibit "L" - 20 foot wide access and utility easement through Lots 16, 17, and 18.

TO HAVE AND TO HOLD the aforesaid easements and rights-of-way over all that certain property above described unto the Township of Upper Dublin, its successors and assigns, to and for the only proper use on behalf of the Township of Upper Dublin,

its successors and assigns, for storm sewer culvert and main, and for sanitary sewer system and piping therein, including the right to construct, maintain and repair the storm sewer culvert and sanitary sewer system and pipe lines constructed in the lands hereinabove described and any such storm or sanitary sewer main or mains hereinafter constructed in the said easements and to cause others to construct, maintain and repair such storm sewer culvert and sanitary sewer system and pipe lines together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantors, for them and their successors and assigns by these presents do covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the construction, maintenance or repair of said storm sewer culvert and pipe line and sanitary sewer system and piping as now established or to be established by the Township of Upper Dublin, Grantee, and if such storm sewer culvert and pipe lines and sanitary sewer system and piping shall not be established at the date of these presents that neither the said Grantors, nor their successors or assigns, shall at any time hereafter ask, demand,

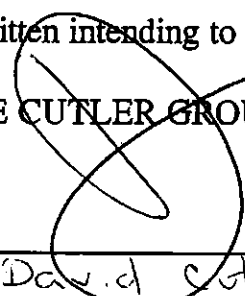
recover or receive any such damage by reason of the construction, maintenance or repairs of said storm sewer culvert and pipe lines and sanitary sewer system and piping to conform to the codes and regulations thereafter established or confirmed by the said Township of Upper Dublin.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successor and assigns, that the said easements described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them shall and will warrant and forever defend.

IN WITNESS WHEREOF, Grantors have caused this Deed of Dedication to be duly executed the day and year first above-written intending to be legally bound.

THE CUTLER GROUP, INC.

(CORPORATE SEAL)

By:  _____
David Cutler, President

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin this 8th day of December, 1998.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Attest:



Paul A. Leonard, Secretary

ud\dev\dubwoods\storm and sanitary deed of dedication

By:  _____
H. William Gift, President



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111.10

D4-Legal/hm/rt/hm

January 11, 1996

Description of a 25 foot wide sanitary sewer access easement through Lot 2.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 2 and Lot 4, said point being located the following three (3) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southeasterly right-of-way line of Broad Street (as widened to 30 feet) with the Southwesterly right-of-way line of Twin Pond Drive:

- (1) along said right-of-way line of Twin Pond Drive South 45 degrees 16 minutes 20 seconds East 149.94 feet to a point of curvature
- (2) along the same, extending along the arc of a circle curving to the right, having a radius of 575.00 feet, the arc distance of 69.47 feet to a point of tangency
- (3) along the same South 38 degrees 21 minutes 00 seconds East 85.00 feet to the place of beginning;

THENCE extending along the aforementioned common lot line, and along a 20 foot wide storm sewer easement South 44 degrees 47 minutes 00 seconds West 163.30 feet to a point;

THENCE extending partly through Lot 2, and partly along a 20 foot wide sanitary sewer easement, North 42 degrees 49 minutes 34 seconds West 25.02 feet to a point;

THENCE continuing partly through Lot 2, and partly along Lot 3 North 44 degrees 47 minutes 00 seconds East 165.27 feet to a point in the aforementioned right-of-way line of Twin Pond Drive;

THENCE along said right-of-way line South 38 degrees 21 minutes 00 seconds East 25.18 feet to the **POINT AND PLACE OF BEGINNING**.

Ex "A"



URWILER & WALTER, INC
CIVIL ENGINEERS & SURVEYORS
est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111.9
D4-Legal/hm/rt/hm

January 11, 1996

Description of a 20 foot wide sanitary sewer easement through Lot 4 and Lot 2.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 4 and Lot 5, said point being located the following two (2) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southwesterly right-of-way line of Twin Pond Drive (50 feet wide) with the Northwesterly right-of-way line of Catlin Way (50 feet wide):

- (1) along said right-of-way line of Catlin Way South 44 degrees 47 minutes 00 seconds West 137.30 feet to a point of curvature
- (2) along the same, extending along the arc of a circle curving to the left, having a radius of 175.00 feet, the arc distance of 11.28 feet to the place of beginning;

THENCE extending through Lot 4, crossing a 20 foot wide storm sewer easement, and through Lot 2 North 42 degrees 49 minutes 34 seconds West 355.90 feet to a point in line of lands of Lot 1;

THENCE extending along Lot 1 North 57 degrees 40 minutes 42 seconds East 20.34 feet to a point;

THENCE extending through Lot 2 the following two (2) courses and distances:

- (1) South 42 degrees 49 minutes 34 seconds East 47.51 feet to a point
- (2) North 47 degrees 10 minutes 26 seconds East 9.89 feet to a point in line of lands of Lot 3;

THENCE extending along said Lot 3 South 28 degrees 56 minutes 17 seconds East 20.60 feet to a point;

Ex. "B" - 1 A 2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
20 Foot Wide Sanitary Sewer Easement through Lot 4 and Lot 2
January 11, 1996/Page 2**

THENCE continuing partly through Lot 2 South 47 degrees 10 minutes 26 seconds West 4.95 feet to a point;

THENCE continuing partly through Lot 2, partly along a 25 foot wide sanitary sewer access easement, crossing the aforementioned 20 foot wide storm sewer easement, and through Lot 4 South 42 degrees 49 minutes 34 seconds East 283.49 feet to a point in the aforementioned Northwesterly right-of-way line of Catlin Way;

THENCE extending along said Catlin Way right-of-way line the following two (2) dimensions:

- (1) South 44 degrees 47 minutes 00 seconds West 8.76 feet to a point of curvature
- (2) along the same, extending along the arc of a circle curving to the left, having a radius of 175.00 feet, the arc distance of 11.28 feet to the **POINT AND PLACE OF BEGINNING.**



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

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P.O. BOX 269
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215-234-0889 (FAX)

93111.18

D4-Legal/hm:sc/rh/hm:sc

Revised January 12, 1999

January 11, 1996

Description of a 10 foot wide sanitary sewer easement through Lot 9.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 9 and of lands of Joseph B. and Lyn C. Atkinson, said point being located the following two (2) courses and distances from the intersection of the Mundock Road centerline and the centerline of Susquehanna Road:

- (1) along the centerline of Mundock Road Northeast 1,205 feet more or less to the title line of Mundock Road, said point being in line of lands of Joseph B. and Lyn C. Atkinson
- (2) along said Atkinson lands North 44 degrees 03 minutes 10 seconds West 628.28 feet to the place of beginning;

THENCE continuing along the aforementioned common lot line North 44 degrees 03 minutes 10 seconds West 10.18 feet to a point;

THENCE continuing through Lot 9 the following four (4) courses and distances:

- (1) extending along an existing 20 foot wide sanitary sewer easement North 35 degrees 10 minutes 17 seconds East 226.54 feet to a point
- (2) continuing along said sanitary sewer easement North 39 degrees 45 minutes 20 seconds East 17.11 feet to a point
- (3) extending along a proposed 10 foot wide P.S.W. Co. easement South 53 degrees 49 minutes 50 seconds East 11.96 feet to a point
- (4) South 35 degrees 56 minutes 56 seconds West 245.31 feet to the **POINT AND PLACE OF BEGINNING.**

Ex. "C"



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
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215-234-0889 (FAX)

93111.15

D4-Legal/hm/ch/bm

January 11, 1996

Description of a proposed drainage easement in Lot 1.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the Southeasterly right-of-way line of Broad Street (as widened to 30 feet from its centerline), said point being located the following four (4) courses and distances from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southwesterly right-of-way line of Twin Pond Drive (50 feet wide) with the Southeasterly right-of-way line of Broad Street:

- (1) along said right-of-way line of Broad Street South 44 degrees 43 minutes 40 seconds West 195.44 feet to a point
- (2) along the same, North 45 degrees 16 minutes 20 seconds West 13.50 feet to a point
- (3) along the same, South 44 degrees 43 minutes 40 seconds West 26.47 feet to a point
- (4) along the same, South 45 degrees 16 minutes 20 seconds East 13.50 feet to the place of beginning;

THENCE extending through Lot 1 the following three (3) courses and distances:

- (1) South 45 degrees 16 minutes 20 seconds East 23.00 feet to a point
- (2) South 44 degrees 43 minutes 40 seconds West 40.00 feet to a point
- (3) North 45 degrees 16 minutes 20 seconds West 23.00 feet to a point in the aforementioned Southeasterly right-of-way line of Broad Street;

THENCE continuing along said right-of-way line North 44 degrees 43 minutes 40 seconds East 40.00 feet to the POINT AND PLACE OF BEGINNING.

Ex. "D"



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
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215-234-4562
215-234-0889 (FAX)

93111.11

D4-Legal/hm:stc/th/hm:stc

Revised January 12, 1999

January 11, 1996

Description of a 20 foot wide storm sewer easement through Lot 4 and Lot 5.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 2 and Lot 4, said point being located the following three (3) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southeasterly right-of-way line of Broad Street (as widened to 30 feet) with the Southwesterly right-of-way line of Twin Pond Drive (50 feet wide):

- (1) South 45 degrees 16 minutes 20 seconds East 149.94 feet to a point of curvature
- (2) along the same, extending along the arc of a circle curving to the left, having a radius of 575.00 feet, the arc distance of 69.47 feet to a point of tangency
- (3) along the same, South 38 degrees 21 minutes 00 seconds East 85.00 feet to the place of beginning;

THENCE continuing along said right-of-way line and along Lot 4 South 38 degrees 21 minutes 00 seconds East 20.14 feet to a point;

THENCE extending through Lot 4, partly through Lot 5 and crossing a 20 foot wide sanitary sewer easement South 44 degrees 47 minutes 00 seconds West 198.42 feet to a point in Lot 5;

THENCE continuing through Lot 5 the following two (2) courses and distances:

- (1) South 47 degrees 28 minutes 04 seconds West 157.38 feet to a point
- (2) South 10 degrees 31 minutes 59 seconds West 33.23 feet to a point in line of lands of Lot 6;

Ex "E" - 16, 2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
20 Foot Wide Storm Sewer Easement through Lot 4 and Lot 5
Revised January 12, 1999/January 11, 1996/Page 2**

THENCE extending partly along Lot 6 lands and partly along detention basin easement, North 79 degrees 28 minutes 01 seconds West 50.00 feet to a point in line of lands of Lot 1;

THENCE continuing partly along lands of Lot 1 and partly along lands of Lot 2 North 47 degrees 28 minutes 04 seconds East 213.52 feet to a point on the common lot line of Lot 4 and Lot 5;

THENCE extending along Lot 4, crossing the aforementioned 20 foot wide sanitary sewer easement, and partly along a 25 foot wide sanitary sewer access easement, North 44 degrees 47 minutes 00 seconds East 200.36 feet to a point in the aforementioned Southwesterly right-of-way line of Twin Pond Drive, said point being the **POINT AND PLACE OF BEGINNING**.

THIS LEGAL DESCRIPTION CORRECTS THE ERRONEOUS DIMENSION SHOWN ON THE REFERENCED PLAN OF 200.83 FEET FOUND ON PAGE 1, LEG NUMBER 2 TO 198.42 FEET.

Ex "E" - 2 of 2



URWILER & WALTER, INC

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215-234-0889 (FAX)

93111.8

D4-Legal/hm/td/hm

January 11, 1996

Description of a 20 foot wide storm sewer easement through Lot 6.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 6 and Lot 7, said point being located the following two (2) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southwesterly right-of-way line of Twin Pond Drive (50 feet wide) with the Northwesterly right-of-way line of Catlin Way (50 feet wide):

- (1) along said Catlin Way right-of-way line South 44 degrees 47 minutes 00 seconds West 137.30 feet to a point of curvature
- (2) along the same, extending along the arc of a circle curving to the left, having a radius of 175.00 feet, the arc distance of 197.94 feet to the place of beginning;

THENCE extending along aforementioned common lot line South 69 degrees 58 minutes 31 seconds West 192.84 feet to a point in line of lands of William J. and Isabelle M. Hickey;

THENCE extending along said Hickey lands North 44 degrees 26 minutes 22 seconds West 21.96 feet to a point in Lot 6, said point being along detention basin easement;

THENCE extending along said detention basin easement and through Lot 6 North 69 degrees 58 minutes 31 seconds East 201.91 feet to a point of curvature on the Southwesterly right-of-way line of Catlin Way;

THENCE extending along said right-of-way line, along the arc of a circle curving to the left, having a radius of 175.00 feet, the arc distance of 20.04 feet to the **POINT AND PLACE OF BEGINNING**.

EX. F -



URWILER & WALTER, INC

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215-234-0889 (FAX)

93111.7

D4-Legal~~form=ur/walter~~

Revised January 12, 1999

January 11, 1996

Description of a detention basin easement through Lot 6.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 5 and Lot 6, said point being located the following three (3) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southwesterly right-of-way line of Twin Pond Drive (50 feet wide) with the Northwesterly right-of-way line of Catlin Way (50 feet wide):

- (1) along said Northwesterly right-of-way line of Catlin Way South 44 degrees 47 minutes 00 seconds West 137.30 feet to a point of curvature
- (2) along said right-of-way line, extending along the arc of circle curving to the left, having a radius of 175.00 feet, the arc distance of 104.61 feet to a point
- (3) along the aforementioned common lot line North 79 degrees 28 minutes 01 second West 150.76 feet to the place of beginning;

THENCE extending partially through Lot 6 South 04 degrees 07 minutes 36 seconds East 151.41 feet to a point along a 20 foot wide storm sewer easement;

THENCE continuing along said storm sewer easement South 69 degrees 58 minutes 31 seconds West 54.93 feet to a point in line of lands of William J. and Isabelle M. Hickey;

THENCE extending along said Hickey lands North 44 degrees 26 minutes 22 seconds West 206.49 feet to a point in the common lot line of Lot 1 and Lot 6;

THENCE continuing along said common lot line of Lot 1 and Lot 6 North 67 degrees 38 minutes 52 seconds East 102.93 feet to a point in the aforementioned common lot line of Lot 5 and Lot 6;

EX "G" - 10.2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
Detention Basin Easement through Lot 6
Revised January 12, 1999/January 11, 1996/Page 2**

THENCE extending along the aforementioned common lot line of Lot 5 and Lot 6, and partly along a 20 foot wide storm sewer easement, South 79 degrees 28 minutes 01 second East 91.62 feet to the **POINT AND PLACE OF BEGINNING**.

CONTAINING: 41,755 square feet of land more or less.

EX "C" -
2 of 2



URWILER & WALTER, INC
CIVIL ENGINEERS & SURVEYORS
est. 1966

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215-234-4562
215-234-0889 (FAX)

93111.17
D4-Legal/hm/rh/tm

January 11, 1996

Description of a 20 foot wide drainage and utility easement through Lot 9 and Lot 17.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 9 and Lot 10, said point being located the following four (4) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southwesterly right-of-way line of Twin Pond Drive (50 feet wide) with the Northwesterly right-of-way line of Catlin Way (50 feet wide):

- (1) extending along the Catlin Way sideline South 44 degrees 47 minutes 00 seconds West 137.30 feet to a point of curvature
- (2) along the same, extending along the arc of a circle curving to the left, having a radius of 175.00 feet, the arc distance of 312.84 feet to a point of tangency
- (3) along the same, South 57 degrees 38 minutes 28 seconds East 67.64 feet to a point of curvature
- (4) along the same, extending along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 93.25 feet to the place of beginning;

THENCE extending along the aforementioned common lot line South 74 degrees 30 minutes 18 seconds East 114.86 feet to a point;

THENCE continuing along said common lot line and partly along Lot 17, crossing an existing 20 foot wide sanitary sewer easement South 53 degrees 49 minutes 50 seconds East 201.20 feet to a point, said point being on the common lot line of Lot 16 and Lot 17;

THENCE continuing along said common lot line South 44 degrees 21 minutes 03 seconds East 168.71 feet to a point;

EX. 14 - 1 of 2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
20 Foot Wide Drainage and Utility Easement through Lot 9 and Lot 17
January 11, 1996/Page 2**

THENCE extending through Lot 17 the following two (2) courses and distances:

- (1) extending along a 20 foot wide access and utility easement South 43 degrees 18 minutes 19 seconds West 20.02 feet to a point
- (2) extending along a proposed 10 foot wide P.S.W. Co. easement North 44 degrees 21 minutes 03 seconds West 167.88 feet to a point;

THENCE extending through Lot 17 and partly through Lot 9, continuing along a proposed 10 foot wide P.S.W. Co. easement and crossing an existing 20 foot wide sanitary sewer easement North 53 degrees 49 minutes 50 seconds West 195.89 feet to a point;

THENCE extending through Lot 9 the following two (2) dimensions:

- (1) extending along the aforementioned P.S.W. Co. easement North 74 degrees 30 minutes 18 seconds West 115.40 feet to a point of curvature on the Catlin Way cul-de-sac
- (2) along said Catlin Way sideline, extending along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 20.58 feet to the **POINT AND PLACE OF BEGINNING.**

Ex "H" - 2 0 2



URWILER & WALTER, INC
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est. 1966

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SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111.12
D4-Legal/hm/rt/hm

January 11, 1996

Description of a 20 foot wide storm sewer easement through Lots 11, 12 and 13.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 11 and Lot 10, said point being located the following four (4) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Southwesterly right-of-way line of Twin Pond Drive (50 feet wide) with the Northwesterly right-of-way line of Catlin Way (50 feet wide):

- (1) along the right-of-way line of Catlin Way South 44 degrees 47 minutes 00 seconds West 137.30 feet to a point of curvature
- (2) along the same, extending along the arc of a circle curving to the left, having a radius of 175.00 feet, the arc distance of 312.84 feet to a point of tangency
- (3) South 57 degrees 38 minutes 28 seconds East 67.64 feet to a point of curvature
- (4) along the same, extending along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 190.21 feet to the place of beginning;

THENCE continuing along the Catlin Way right-of-way line, extending along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 17.98 feet to a point of reverse curvature;

THENCE continuing along Catlin Way right-of-way line, extending along the arc of a circle curving to the right, having a radius of 50.00 feet, the arc distance of 21.74 feet to a point, said point being in line of lands of Lot 11;

THENCE continuing through Lot 11 North 44 degrees 47 minutes 00 seconds East 188.46 feet to a point in line of lands of Lot 12;

EX "I" - 1 of 2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
20 Foot Wide Storm Sewer Easement through Lots 11, 12 and 13
January 11, 1996/Page 2**

THENCE extending along said lands of Lot 12 North 45 degrees 13 minutes 00 seconds West 159.42 feet to a point in the Southeasterly right-of-way line of Catlin Way;

THENCE extending along said right-of-way line North 44 degrees 47 minutes 00 seconds East 20.00 feet to a point;

THENCE extending partly through Lot 12 South 45 degrees 13 minutes 00 seconds East 159.42 feet to a point;

THENCE through Lot 12 and partly through Lot 13 North 44 degrees 47 minutes 00 seconds East 139.26 feet to a point;

THENCE continuing through Lot 13 North 68 degrees 23 minutes 49 seconds East 115.12 feet to a point in line of lands of Lot 14;

THENCE extending along Lot 14 lands and partly along detention basin easement South 45 degrees 13 minutes 00 seconds East 21.83 feet to a point;

THENCE extending partly through Lot 13 South 68 degrees 23 minutes 49 seconds West 119.68 feet to a point;

THENCE continuing partly through Lot 13, partly along Lot 12 and partly along the aforementioned common lot line of Lot 11 and Lot 10, South 44 degrees 47 minutes 00 seconds West 309.71 feet to the **POINT AND PLACE OF BEGINNING.**

Ex "I" - 2 of 2



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
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215-234-4562
215-234-0889 (FAX)

93111.13

D4-Legal/ham:stc/ib/ham:stc

Revised January 12, 1999

January 11, 1996

Description of a storm sewer and detention basin easement in Lots 14 and 15.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point on the common lot line of Lot 14 and Lot 15, said point being located the following four (4) dimensions from a point connecting the Northeasterly right-of-way line of Twin Pond Drive (50 feet wide) with the Northwesterly right-of-way line of Catlin Way (50 feet wide):

- (1) along said Catlin Way right-of-way line and along lands of Joseph Pileggi North 44 degrees 47 minutes 00 seconds East 295.28 feet to a point in line of lands of Eugene J. Coughlin and Hans E. Daniels
- (2) extending along said Coughlin and Daniels lands South 43 degrees 46 minutes 00 seconds East 89.20 feet to a point
- (3) continuing along said Coughlin and Daniels lands and partly along Lot 15 South 43 degrees 07 minutes 00 seconds West 18.65 feet to a point of curvature in the Southeasterly right-of-way line of Catlin Way
- (4) along the same, extending along the arc of a circle curving to the right, having a radius of 50.00 feet, the arc distance of 22.69 feet to the place of beginning;

THENCE extending along the aforementioned common lot line and partly through Lot 15 South 45 degrees 13 minutes 00 seconds East 229.79 feet to a point;

THENCE continuing through Lot 15 the following two (2) courses and distances:

- (1) continuing through Lot 15, and partly along a 20 foot wide storm sewer easement, South 44 degrees 47 minutes 00 seconds West 120.00 feet to a point

EX "J" - 1 of 2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
Detention Basin Easement in Lots 14 and 15
Revised January 12, 1999/January 11, 1996/Page 2**

(2) North 45 degrees 13 minutes 00 seconds West 40.00 feet to a point in line of lands of Lot 14;

THENCE continuing along said Lot 14, and partly along a 20 foot wide storm sewer easement North 45 degrees 13 minutes 00 seconds West 50.00 feet to a point;

THENCE continuing through Lot 14 the following two (2) courses and distances:

(1) North 44 degrees 47 minutes 00 seconds East 100.00 feet to a point

(2) North 45 degrees 13 minutes 00 seconds West 139.79 feet to a point of curvature in the Southeasterly right-of-way line of Catlin Way;

THENCE along said Catlin Way right-of-way line, extending along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 20.13 feet to the **POINT AND PLACE OF BEGINNING**.

Ex "J" - 2 of 2



URWILER & WALTER, INC
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est. 1966

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SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111.14
D4-Legal/hmr/rb/fvm

January 11, 1996

Description of a 20 foot wide storm sewer easement through Lot 15.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point in Lot 15, said point being located the following six (6) dimensions from a point connecting the Northeasterly right-of-way line of Twin Pond Drive (50 feet wide) with the Northwesterly right-of-way line of Catlin Way (50 feet wide):

- (1) along said Catlin Way right-of-way line and along lands of Joseph Pileggi North 44 degrees 47 minutes 00 seconds East 295.28 feet to a point in line of lands of Eugene J. Coughlin and Hans E. Daniels;
- (2) extending along said Coughlin and Daniels lands South 43 degrees 46 minutes 00 seconds East 89.20 feet to a point;
- (3) continuing along said Coughlin and Daniels lands and partly along Lot 15 South 43 degrees 07 minutes 00 seconds West 18.65 feet to a point of curvature in the Southeasterly right-of-way line of Catlin Way
- (4) along the same, extending along the arc of a circle curving to the right, having a radius of 50.00 feet, the arc distance of 22.69 feet to a point on the common lot line of Lot 15 and Lot 14
- (5) along said common lot line and partly through Lot 15, and partly along a detention basin easement South 45 degrees 13 minutes 00 seconds East 229.79 feet to a point
- (6) continuing partly through Lot 15 and partly along aforesaid detention basin easement South 44 degrees 47 minutes 00 seconds West 58.38 feet to the place of beginning;

THENCE continuing through Lot 15 the following four (4) courses and distances:

EX. "K" - 112

URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
20 Foot Wide Storm Sewer Easement through Lot 15
January 11, 1996/Page 2

- (1) crossing an existing 20 foot wide sanitary sewer easement South 45 degrees 13 minutes 00 seconds East 168.27 feet to a point;
- (2) continuing partly through Lot 15, and partly through an existing 30 foot wide sanitary sewer easement South 44 degrees 47 minutes 00 seconds West 20.00 feet to a point
- (3) partly crossing an existing 30 foot wide sanitary sewer easement and partly crossing an existing 20 foot wide sanitary sewer easement North 45 degrees 13 minutes 00 seconds West 168.27 feet to a point along the aforementioned detention basin easement
- (4) along said detention basin easement North 44 degrees 47 minutes 00 seconds East 20.00 feet to the **POINT AND PLACE OF BEGINNING.**

Ex "K" - 2 of 2



URWILER & WALTER, INC

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93111.16

D4-Legal/hm:sc/ch/hm:sc

Revised January 12, 1999

January 11, 1996

Description of a 20 foot wide access and utility easement through Lots 16, 17 and 18.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point in the Northwestern right-of-way line of Mundock Road (as widened to 25 feet from its centerline), said point being located the following three (3) courses and distances from the intersection of Mundock Road centerline with the centerline of Susquehanna Road:

- (1) along the centerline of Mundock Road Northeast 1,205 feet more or less to a point in the Mundock Road title line, said point being in line of lands of Joseph B. and Lyn C. Atkinson
- (2) along said Atkinson lands North 44 degrees 03 minutes 10 seconds West 27.00 feet to a point in the aforementioned Northwestern right-of-way line of Mundock Road
- (3) along the same, North 45 degrees 29 minutes 50 seconds East 21.58 feet to the place of beginning;

THENCE extending through Lot 18 the following two (2) courses and distances:

- (1) along a proposed 10 foot wide P.S.W. Co. easement North 12 degrees 04 minutes 06 seconds West 75.58 feet to a point
- (2) continuing along said P.S.W. Co. easement North 03 degrees 44 minutes 38 seconds West 114.76 feet to a point;

THENCE continuing through Lot 18, partly through Lot 17 and partly through Lot 16 and continuing along the aforementioned P.S.W. Co. easement North 03 degrees 58 minutes 52 seconds East 168.14 feet to a point in Lot 17;

EX "L" - page 1 of 2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
20 Foot Wide Access and Utility Easement through Lots 16, 17 and 18
Revised January 12, 1999/January 11, 1996/Page 2**

THENCE extending through Lot 17 the following two (2) courses and distances:

- (1) continuing along the P.S.W. Co. easement North 25 degrees 45 minutes 16 seconds West 58.77 feet to a point
- (2) along a 20 foot wide utility easement North 43 degrees 18 minutes 19 seconds East 20.02 feet to a point in line of lands of Lot 16;

THENCE extending through Lot 16 South 44 degrees 21 minutes 03 seconds East 45.52 feet to a point (3/4" iron pipe found) in line of lands of Sandra Williams;

THENCE continuing along said Williams lands the following two (2) courses and distances:

- (1) South 11 degrees 02 minutes 17 seconds East 60.12 feet to a point (3/4" iron pipe found)
- (2) South 10 degrees 40 minutes 50 seconds West 69.90 feet to a point (3/4" iron pipe found);

THENCE extending through Lot 16 and through Lot 17 and partly through Lot 18 South 07 degrees 44 minutes 22 seconds West 75.71 feet to a point;

THENCE continuing through Lot 18 the following three (3) courses and distances:

- (1) South 03 degrees 44 minutes 38 seconds East 111.95 feet to a point
- (2) South 12 degrees 04 minutes 06 seconds East 61.41 feet to a point in the aforementioned Mundock Road right-of-way line
- (3) continuing along said Mundock Road right-of-way line South 45 degrees 29 minutes 50 seconds West 23.70 feet to the **POINT AND PLACE OF BEGINNING.**

EX"L" - page 2 of 2

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this the 12th day of Jan., A.D., 1998, before me the undersigned officer, personally appeared DAVID CUTLER, who acknowledged himself to be President of THE CUTLER GROUP, INC., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Jill H. Sweeney

Notary Public

NOTARIAL SEAL
JILL H. SWEENEY, Notary Public
Whitpain Twp., Montgomery Co., PA
My Commission Expires April 29, 1999

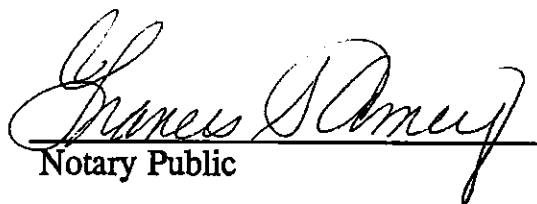
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this the 15th day of January, 1998, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared H. WILLIAM GIFT, who acknowledged himself to be the President of the Board of Commissioners of UPPER DUBLIN TOWNSHIP, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Notary Public

Notarial Seal
Frances S. Amey, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 23, 2002
Member, Pennsylvania Association of Notaries

DEED OF DEDICATION

THIS INDENTURE, made this 12th day of January, A.D., 1999, by and between **THE CUTLER GROUP, INC.**, a Pennsylvania business corporation, party of the first part (hereinafter called the Grantor); and **TOWNSHIP OF UPPER DUBLIN**, a Township of the first class situate in Montgomery County, Commonwealth of Pennsylvania (hereinafter called the Grantee).

WITNESSETH:

That the said Grantor for and in consideration of the sum of One Dollar (\$ 1 .00) to it in hand paid, the receipt whereof is hereby acknowledged, as well as for and in consideration of the advantages to it accruing, as well as for divers other considerations affecting the public welfare which they seek to advance, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, does hereby grant, bargain, sell, alien, enfeoff and confirm unto the said Grantee, its successors and assigns:

1. **Broad Street Right-of-Way** - more particularly described upon Exhibit "A" attached hereto.
2. **Mundock Right-of-Way** - more particularly described upon Exhibit "B" attached hereto.
3. **Twin Pond Drive Right-of-Way** - more particularly described upon Exhibit "C" attached hereto.
4. **Catlin Way Right-of-Way (without cul-de-sac bulb)** - more particularly described upon Exhibit "D" attached hereto.

BEING part of the same premises which Robert M. Catlin and Elizabeth H. Catlin, h/w and Peter W. Atkinson and Janet R. Atkinson, h/w granted and conveyed unto The Cutler Group, Inc., by virtue of two separate Deeds, respectively dated and recorded as follows:

Deed dated March 10, 1995 recorded in Deed Book 5112, page 906, etc. in the Office for the Recording of Deeds in Montgomery County.

Deed dated March 8, 1996 recorded in Deed Book 5145, page 2405, etc. in the Office for the Recording of Deeds in Montgomery County.

Said lands comprising the development known as Dublin Woods, situate with frontage on both Broad Street and Mundock Road, as depicted on a certain plan of subdivision for Dublin Woods recorded in the Office for the Recording of Deeds in Norristown, Montgomery County, Commonwealth of Pennsylvania in Plan Book A-56, page 164.

TO HAVE AND TO HOLD, the said parcels of ground above described unto the Grantee, the Township of Upper Dublin, its successors and assigns forever, to and for the only proper use on behalf of the Township of Upper Dublin, its successors and assigns, as and for a public road, street or highway, including the right to construct, maintain and repair such streets, sidewalks and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

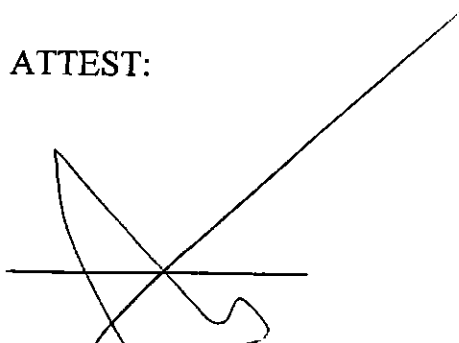
AND, the said Grantor for itself, its successors and assigns, by these presents covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time hereafter ask, demand, seek, claim, recover or receive of or from the said Grantee its successors and assigns, any sum or sums of money, or any other thing whatsoever, other than the consideration of having Grantee either undertake or maintain the

opening, physical grading, paving, improving, maintaining or using of said property for a public street, to the grade and under the conditions as may now or any time hereafter be established by the proper authorities of the Township.

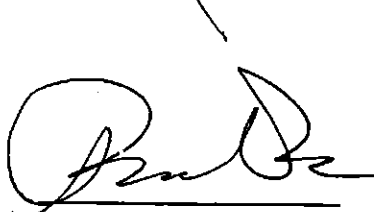
AND, the said Grantor, for itself, its successors and assigns, does, by these presents, further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said tract of land abovedescribed and conveyed unto the said Grantee, its successors and assigns, and against them, the said Grantor, its successors and assigns, and against all or any person or persons whomsoever lawfully claiming or to claim to same, or any part thereof, by or under it or them or any of them, shall or will warrant and forever defend.

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

ATTEST:

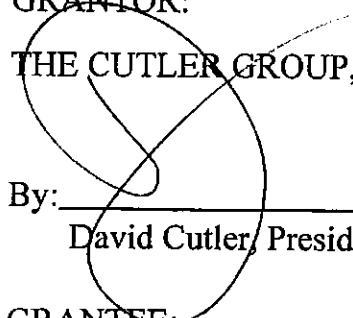
A handwritten signature in black ink, appearing to be "Paul A. Leonard", written over a horizontal line.

ATTEST:

A handwritten signature in black ink, appearing to be "Paul A. Leonard", written over a horizontal line.
Paul A. Leonard, Secty.

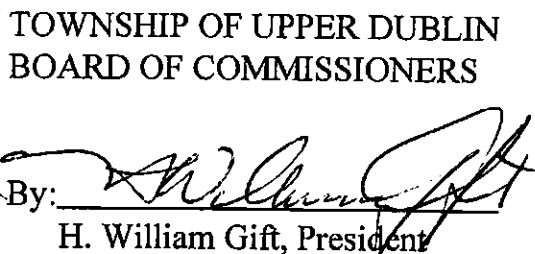
GRANTOR:

THE CUTLER GROUP, INC.

A circular seal with a signature inside, overlapping the text "By: David Cutler, President".
By: _____ (Seal)
David Cutler, President

GRANTEE:

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

A handwritten signature in black ink, appearing to be "H. William Gift", written over a horizontal line.
By: _____
H. William Gift, President



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111.2

D4-Legal/hm/rh/hm

January 5, 1996

Description Mundock Road right-of-way widening.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point in the title line of Mundock Road (as widened to 25 feet from its centerline), said point being located Northeast 1205 feet more or less from the centerline of Susquehanna Road;

THENCE extending along lands of Joseph B. and Lyn C. Atkinson North 44 degrees 03 minutes 10 seconds West 27.00 feet to a point in the Mundock Road ultimate right-of-way line;

THENCE extending along said right-of-way line North 45 degrees 29 minutes 50 seconds East 210.10 feet to a point in line of lands of Sandra Williams;

THENCE along said Williams lands South 44 degrees 07 minutes 10 seconds East 27.00 feet to a point in the Mundock Road title line aforementioned;

THENCE along said title line South 45 degrees 29 minutes 50 seconds West 210.13 feet to the **POINT AND PLACE OF BEGINNING.**

EX "A"



URWILER & WALTER, INC
CIVIL ENGINEERS & SURVEYORS
est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111.3
D4-Legal/mm/rh/hm

January 5, 1996

Description of Broad Street right-of-way widening.

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point in the title line of Broad Street (as widened to 30 feet from its centerline), said point being located Southwest 790 feet more or less from the Limekiln Pike centerline;

THENCE extending along lands of Joseph Pileggi South 38 degrees 21 minutes 00 seconds East 29.88 feet to a point in the Southeasterly right-of-way line of Broad Street;

THENCE extending along said right-of-way line the following five (5) courses and distances:

- (1) crossing the Twin Pond Drive right-of-way South 44 degrees 43 minutes 40 seconds West 296.27 feet to a point
- (2) North 45 degrees 16 minutes 20 seconds West 13.50 feet to a point
- (3) South 44 degrees 43 minutes 40 seconds West 26.47 feet to a point
- (4) South 45 degrees 16 minutes 20 seconds East 13.50 feet to a point
- (5) South 44 degrees 43 minutes 40 seconds West 271.92 feet to a point in line of lands of William J. and Isabelle M. Hickey;

THENCE extending along said Hickey lands North 44 degrees 26 minutes 22 seconds West 30.24 feet to a point in the Broad Street title line aforementioned;

THENCE extending along said title line North 44 degrees 47 minutes 00 seconds East 597.83 feet to the **POINT AND PLACE OF BEGINNING**.

Ex "3"



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111.4

D4-Legal/hm/th/hm

January 5, 1996

Description of Twin Pond Drive right-of-way (50 feet wide).

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 5, 1995, bounded and described as follows, to wit:

BEGINNING at a point in the Southeasterly right-of-way line of Broad Street, said point being located the following three (3) courses and distances from the centerline of Limekiln Pike:

- (1) Southwest 790 feet more or less to a point on the title line of Broad Street, said point being in line of lands of Joseph Pileggi
- (2) extending along said Pileggi lands South 38 degrees 21 minutes 00 seconds East 29.88 feet to a point in the Southeasterly right-of-way aforesaid
- (3) continuing along said right-of-way South 44 degrees 43 minutes 40 seconds West 0.83 feet to a point of curvature connecting the Northwesterly right-of-way line of Twin Pond Drive with the aforementioned Southeasterly right-of-way line of Broad Street;

THENCE extending along the arc of a circle curving to left, having a radius of 25.00 feet, the arc distance of 39.27 feet to a point of tangency in the Northeasterly sideline of Twin Pond Drive;

THENCE extending along said sideline South 45 degrees 16 minutes 20 seconds East 149.94 feet to a point of curvature;

THENCE continuing along same, along the arc of a circle curving to the right, having a radius of 625.00 feet, the arc distance of 75.51 feet to a point of tangency in line of lands of Joseph Pileggi;

THENCE along said Pileggi lands South 38 degrees 21 minutes 00 seconds East 240.14 feet to a point in the Northwesterly right-of-way line of Catlin Way;

Ex "C" - 1 of 2

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
Twin Pond Drive Right-of-Way
January 5, 1996/Page 2**

THENCE extending along said Catlin right-of-way South 44 degrees 47 minutes 00 seconds West 72.53 feet to a point in the Southwest sideline of Twin Pond Drive;

THENCE continuing along said Southwesterly sideline the following five (5) dimensions:

- (1) extending along the arc of a circle curving to the left, having a radius of 25.00 feet, the arc distance of 36.27 feet to a point of tangency
- (2) North 38 degrees 21 minutes 00 seconds West 223.99 feet to a point of curvature
- (3) extending along the arc of a circle curving to the left, having a radius of 575.00 feet, the arc distance of 69.47 feet to a point of tangency
- (4) North 45 degrees 16 minutes 20 seconds West 149.94 feet to a point of curvature
- (5) extending along the arc of a circle curving to the left, having a radius of 25.00 feet, the arc distance of 39.27 feet to a point on the aforementioned Southeasterly right-of-way of Broad Street;

THENCE extending along said Broad Street right-of-way North 44 degrees 43 minutes 40 seconds East 100.00 feet to the **POINT AND PLACE OF BEGINNING.**

Ex. C - 2 3 3



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

93111

D9-Legal/cb/bdm/cb

December 1, 1998

Description of the Catlin Way right-of-way (50 feet wide).

ALL THAT CERTAIN tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania as shown on Final Plan of Subdivision Dublin Woods (Sheet 1 of 14) prepared for The Cutler Group, Inc. by Urwiler & Walter, Inc., dated February 3, 1995, last revised December 1, 1998, bounded and described as follows, to wit:

BEGINNING at a point in the Northwesterly right-of-way of Catlin Way (a concrete monument found), said point being the following four (4) dimensions from the terminus of an arc of a circle having a radius of 25.00 feet, connecting the Northwesterly right-of-way line of Twin Pond Drive with the Southwesterly right-of-way line of Broad Street (as widened to 30 feet from its centerline):

- (1) along the Northeasterly right-of-way line of Twin Pond Drive, extending along the arc of a circle curving to the left, having a radius of 25.00 feet, the arc distance of 39.27 feet to a point of tangency
- (2) along the same, South 45 degrees 16 minutes 20 seconds East 149.94 feet to a point of curvature
- (3) along the same, extending along the arc of a circle curving to the right, having a radius of 625.00 feet, the arc distance of 75.51 feet to a point of tangency, said point being in line of lands of Joseph Pileggi
- (4) extending along said Pileggi lands South 38 degrees 21 minutes 00 seconds East 240.14 feet to a point (a concrete monument found);

THENCE extending along said Pileggi lands and along the aforementioned Northwesterly right-of-way of Catlin Way North 44 degrees 47 minutes 00 seconds East 295.28 feet to a point (a concrete monument found) in line of lands of Eugene J. Coughlin and Hans E. Daniels;

THENCE along said Coughlin/Daniels lands South 43 degrees 46 minutes 00 seconds East 50.00 feet to a point;

Ex "0" - 2 1 3

**URWILER & WALTER, INC./The Cutler Group, Inc./Dublin Woods
Catlin Way Right-of-Way (50 feet wide)/December 1, 1998/Page 2**

THENCE continuing along the Catlin Way sideline the following seven (7) dimensions:

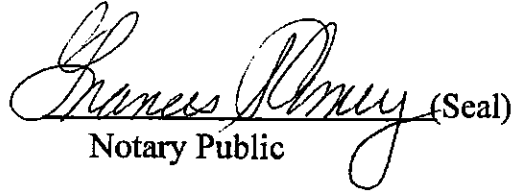
- (1) South 44 degrees 47 minutes 00 seconds West 503.84 feet to a point of curvature
- (2) extending along the arc of a circle curving to the left, having a radius of 125.00 feet, the arc distance of 193.67 feet to a point of compound curvature
- (3) extending along the arc of a circle curving to the left, having a radius of 50.00 feet, the arc distance of 63.04 feet to a point of reverse curvature
- (4) extending along the arc of a circle curving to the right, having a radius of 50.00 feet, the arc distance of 208.19 feet to a point of tangency
- (5) along the same, North 57 degrees 38 minutes 28 seconds West 67.64 feet to a point of curvature
- (6) extending along the arc of a circle curving to the right, having a radius of 175.00 feet, the arc distance of 312.84 feet to a point of tangency
- (7) extending along the aforementioned Northwesterly right-of-way of Catlin Way North 44 degrees 47 minutes 00 seconds East 209.83 feet to the **POINT AND PLACE OF BEGINNING** (A concrete monument found).

CONTAINING: 1.106 acres more or less

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF MONTGOMERY :

On this 12th day of January, 1999, before me, a notary public, the undersigned officer, personally H. William Gift, who acknowledged himself to be President of the Board of Commissioners of Upper Dublin Township, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

 (Seal)
Notary Public

Notarial Seal
Frances S. Arney, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 23, 2002
Member, Pennsylvania Association of Notaries

RESOLUTION NO. 1688

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, SIDEWALK, DRAINAGE,
SNOW STOCKPILE AND UTILITIES
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"RAYNOCK PROPERTIES a/k/a ASHWOOD COURT"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from MEETINGHOUSE ASSOCIATES, LIMITED PARTNERSHIP (hereinafter "Grantor") Deeds of Dedication for public streets (hereinafter together "Streets"), more fully described in Exhibits attached hereto, identified and to be known as follows:

- Exhibit "A" - Meetinghouse Road ultimate right-of-way;
- Exhibit "B"- Anna Marie Circle ultimate right-of-way;
- Exhibit "C"- Fort Washington Avenue ultimate right-of-way;

and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for sidewalk, drainage, snow stockpile and utilities easements (hereinafter "Miscellaneous Easements"), more fully described in Exhibits attached hereto, identified and known as follows:

- Exhibit "D" - Five Feet Wide Sidewalk Easement - Lot 1;
- Exhibit "E" - Five Feet Wide Sidewalk Easement - Lot 8;
- Exhibit "F" - Variable Width Drainage Easement - Lots 1 and 2;
- Exhibit "G" - Snow Stockpile Easement - Lot 1;
- Exhibit "H" - Twenty Foot Wide Utility Easement - Lots 3 and 4;
- Exhibit "I" - Twenty Foot Wide Utility Easement - Lots 5 and 6;
- Exhibit "J" - Variable Width Utility Easement - Lots 6,7 and 8;

and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets and other Miscellaneous Easements, which Subdivision Plan was prepared by Momenee and Associates, Civil Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated January 16, 1995, as last revised December 18, 1995, and recorded in the Office for Recording of Deeds,

Norristown, Pennsylvania at Book A-52, page 57 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Streets, sidewalk, drainage, snow stockpile and utility easements according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Streets, sidewalk, drainage, snow stockpile and utility easements will be opened and dedicated for public use.

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

1. The Deeds of Dedication offered to the Township for the Streets, sidewalk, drainage, snow stockpile and utility easements more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated December 22, 1995, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution;
- E. A complete set of reproducible "As-built" plans and profile drawings of the facilities and improvements satisfactory to the Township Engineer.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

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

3. The public streets, as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

RESOLVED, this 12 day of JANUARY, 1999.


BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Paul A. Leonard, Secretary

ud\dev\raynock\resolution

By: 
H. William Gift, President

**DEED OF DEDICATION FOR STREETS
OFFERED BY DEVELOPER
MEETINGHOUSE ASSOCIATES, LIMITED PARTNERSHIP
ACCORDING TO SUBDIVISION PLAN FOR
"RAYNOCK PROPERTY a/k/a ASHWOOD COURT"**

THIS DEED OF DEDICATION made this 12th day of JANUARY, A.D., 1999, between MEETINGHOUSE ASSOCIATES, LIMITED PARTNERSHIP, with offices at 1067 Wynnewood Avenue, Abington, Pennsylvania, 19002 (hereinafter "Grantor"), and TOWNSHIP OF UPPER DUBLIN, a Township of the first Class situate at 801 Loch Alsh Avenue, Fort Washington, in the County of Montgomery and Commonwealth of Pennsylvania, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain tract of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, with regard to said tract of real estate, Grantor and Township have entered into a Developer's Agreement dated December 22, 1995, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Book 5137, page 0354; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision and land development plan prepared by Momenee and Associates, Civil Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated January 16, 1995, with last revision dated December 18, 1995, consisting of sheets numbered 1 through 7, plus a Landscape Plan and a Boundary Survey Plan; and

WHEREAS, said plans were approved by the Board of Commissioners of the Township of Upper Dublin on July 11, 1995; and

WHEREAS, sheet 1 of 7 of said approved plans was recorded on January 3, 1996, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A-52, page 57; and

WHEREAS, Grantor now wishes to dedicate streets and rights-of-way shown on the Recorded Plans to the public for public highway purposes.

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents does grant, bargain, sell and confirm unto the Grantee, its successors and assigns, easements and rights-of-way over ALL THAT CERTAIN property situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being shown as a widening of Dreshertown Road on the Recorded Plans, and being more fully described in exhibits attached hereto identified as follows:

Exhibit "A" - Meetinghouse Road ultimate right-of-way;

Exhibit "B" - Anna Marie Circle ultimate right-of-way;

Exhibit "C" - Fort Washington Avenue ultimate right-of-way;

TO HAVE AND TO HOLD the aforesaid easements and rights-of-way over all that certain property above described unto the Township of Upper Dublin, its successors

and assigns, to and for the only proper use on behalf of the Township of Upper Dublin, its successors and assigns, for public roads, streets or highways, including the right to construct, maintain and repair streets, sidewalks and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

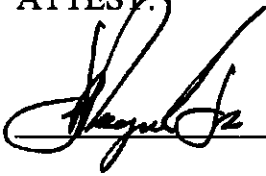
AND the said Grantor, for itself and its successors and assigns by these presents do covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the physical grading of said streets and rights-of-way to the grade as now established by the Township of Upper Dublin, Grantee, and if such grade shall not be established at the date of these presents that neither the said Grantor, nor its successors or assigns, shall at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said streets and rights-of-way to conform to the grade as first thereafter established or confirmed by the said Township of Upper Dublin.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successor and assigns, that the said easements and the rights-of-way described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them shall and will warrant and forever defend.

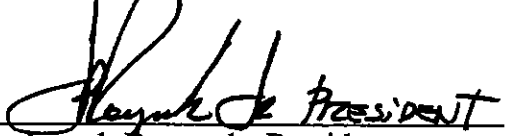
IN WITNESS WHEREOF, Grantor has caused this Deed of Dedication to be duly executed the day and year first above-written intending to be legally bound.

MEETINGHOUSE ASSOCIATES,
LIMITED PARTNERSHIP

ATTEST:




, Secretary

BY: 
Joseph Raynock, President,
Meetinghouse Associates, Inc.,
General Partner

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin this 12th day of January, 1999.

TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President
Board of Commissioners

ATTEST:



Paul A. Leonard, Secretary

Paul A. Leonard, Secretary

ud\dev\raynock\DOD-Streets

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF MONTGOMERY :

On this the 12th day of Jan., A.D., 1999, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, appeared Joseph Raynock, who acknowledged himself to be the President of Meetinghouse Associates, Inc., a Pennsylvania corporation, and the General Partner of Meetinghouse Associates, Limited Partnership, and that as said President, he being authorized to do so, executed the foregoing for the purposes therein contained by signing the name of the corporation by himself as President.

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

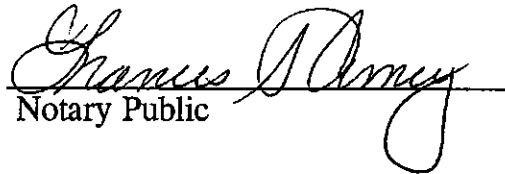
Judith A. Clayton
Notary Public

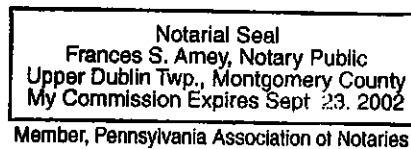
NOTARIAL SEAL
JUDITH A. CLAYTON, Notary Public
Abington Twp., Montgomery County
My Commission Expires Nov 23, 2002

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 6th day of January, 1999, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared H. William Gift, who acknowledged himself to be the President of the Board of Commissioners, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as President.

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


Notary Public





Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

December 28, 1998

UD95.001
Raynock Subdivision

Meetinghouse Road
Ultimate Right of Way Dedication

ALL THAT CERTAIN 25 foot wide strip or parcel of land situate in Upper Dublin Township, Montgomery County, PA, being shown as a portion of Meetinghouse Road on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momence and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the title line, on or near the centerline of Meetinghouse Road (41.5 feet wide at this location), said point being a common corner of Lot 1, Ashwood Court subdivision, and lands of N/L Gerald L. & Luray M. Watking; thence, extending along said Watking lands, North 45°50'00" East, 26.22 feet to a point in the northerly ultimate right of way line of Meetinghouse Road; thence, along said right of way line, South 61°42'00" East, 325.00 feet to a point in the line of lands of N/L Kenneth & David Fox; thence, extending along said Fox lands, South 45°50'00" West, 26.22 feet to a point on the aforementioned title line in Meetinghouse Road; thence, extending along said title line, North 61°42'00" West, 325.00 feet to the point of place of beginning.

December 28, 1998

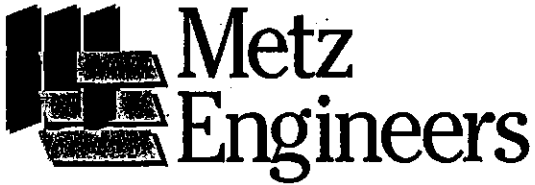
UD95.001
Raynock Subdivision

Anna Marie Circle
Ultimate Right of Way

ALL THAT CERTAIN fifty foot wide strip or parcel of land situate in Upper Dublin Township, Montgomery County, PA being shown as Anna Marie Circle on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point, the westernmost terminus of a 15 foot radial corner forming the intersection of the northernmost sideline of Meetinghouse Road (25 feet from the centerline thereof) and the westernmost sideline of Anna Marie Circle (50 feet wide); thence, continuing along the sideline of Anna Marie Circle the following eleven (11) courses and distances: 1) along the arc of the circle curving to the left in a northeasterly direction with a radius of 15.00 feet, the arc distance of 23.56 feet to a point of tangency; 2) North 28°18'00" East, 18.93 feet to a point of curvature; 3) along the arc of the circle curving to the left in a northerly direction with a radius of 175.00 feet, the arc distance of 103.78 feet to a point of tangency; 4) North 05°40'41" West, 84.76 feet to point of curvature; 5) along the arc of the circle curving to the left in a northwesterly direction with a radius of 30.00 feet, the arc distance of 24.38 feet to a point of reverse curvature; 6) along the arc of a circle curving to the right in a northerly, easterly and southerly

direction with a radius of 50.00 feet, the arc length of 238.36 feet to a point of reverse curvature; 7) along the arc of the circle curving to the left in a southerly direction with a radius of 30.00 feet, the arc distance of 24.38 feet to a point of tangency; 8) South $05^{\circ}40'41''$ East, 84.76 feet to a point of curvature; 9) along the arc of the circle curving to the right in a southerly direction with a radius of 225.00 feet, the arc distance of 133.43 feet to a point of tangency; 10) South $28^{\circ}18'00''$ West, 18.93 feet to a point of curvature of a radial corner; 11) along the arc of the circle curving to the left in a southeasterly direction with a radius of 15.00 feet, the arc distance of 23.56 feet to a point on the aforementioned sideline of Meetinghouse Road; thence, along said Meetinghouse Road sideline, North $61^{\circ}42'00''$ West, 80.00 feet to a point and place of beginning.



Barry L. Wert, P.E., P.L.S.
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Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

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January 5, 1999

UD95.001
Raynock Subdivision

Fort Washington Avenue
Ultimate Right of Way Dedication

ALL THAT CERTAIN 25 foot wide strip or parcel of land situate in Upper Dublin Township, Montgomery County, PA, being shown as a portion of Fort Washington Avenue on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the title line, on or near the centerline of Fort Washington Avenue (41.5 feet wide at this location), said point being a common corner of Lot 4, Ashwood Court subdivision, and N/L A. Winston & Myrtle Edwards; thence, extending along said Edwards lands, South 45°16'30" East, 25.00 feet to a point in the southeasterly ultimate right of way line of Fort Washington Avenue; thence, along said right of way line, South 44°39'30" West, 12.00 feet to a point in the line of lands of N/L George E. Jr. & Joan M. Whitehair; thence, extending along said Whitehair lands, North 45°16'30" West, 25.00 feet to a point on the aforementioned title line in Fort Washington Avenue; thence, extending along said title line, North 44°39'30" East, 12.00 feet to the point of place of beginning.

**DEED OF DEDICATION FOR
MISCELLANEOUS EASEMENTS
OFFERED BY DEVELOPER
MEETINGHOUSE ASSOCIATES, LIMITED PARTNERSHIP
ACCORDING TO SUBDIVISION PLAN FOR
"RAYNOCK PROPERTY a/k/a ASHWOOD COURT"**

THIS DEED OF DEDICATION made this 12TH day of JANUARY, A.D., 1999, between MEETINGHOUSE ASSOCIATES, LIMITED PARTNERSHIP, with offices at 1067 Wynnewood Avenue, Abington, Pennsylvania 19002 (hereinafter "Grantor"), and TOWNSHIP OF UPPER DUBLIN, a Township of the first Class situate at 801 Loch Alsh Avenue, Fort Washington, in the County of Montgomery and Commonwealth of Pennsylvania, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain tract of real property situate in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, with regard to said tract of real estate, Grantor and Township have entered into a Developer's Agreement dated December 22, 1995, and recorded in the Office for the Recording of Deeds, Norristown, Pennsylvania, Book 5137, page 0354; and

WHEREAS, pursuant to the Developer's Agreement, Grantor has heretofore filed a subdivision and land development plan prepared by Momenee and Associates, Civil Engineers and Surveyors, Bryn Mawr, Pennsylvania, with last revision dated December 18, 1995, consisting of sheets numbered 1 through 7, plus Landscape Plan and a Boundary Survey Plan; and

WHEREAS, said plans were approved by the Board of Commissioners of the Township of Upper Dublin on July 11, 1995; and

WHEREAS, sheet 1 of 7 of said approved plans was recorded on January 3, 1996, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A-52, page 57; and

WHEREAS, Grantor now wishes to dedicate miscellaneous easements for sidewalk, drainage, snow stockpile and utilities, as shown on the Subdivision Plan to the public.

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents does grant, bargain, sell and confirm unto the Grantee, its successors and assigns, permanent easements for sidewalk, drainage, snow stockpile and utilities over ALL THAT CERTAIN property situate in the Township Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania being shown and identified on the Recorded Plans, and being more fully described in the exhibits attached hereto identified as follows:

Exhibit "D" - Five Feet Wide Sidewalk Easement - Lot 1;

Exhibit "E" - Five Feet Wide Sidewalk Easement - Lot 8;

Exhibit "F" - Variable Width Drainage Easement - Lots 1 and 2;

Exhibit "G" - Snow Stockpile Easement - Lot 1;

Exhibit "H" - Twenty Foot Wide Utility Easement - Lots 3 and 4;

Exhibit "I" - Twenty Foot Wide Utility Easement - Lots 5 and 6;

Exhibit "J" - Variable Width Utility Easement - Lots 6, 7, and 8;

TO HAVE AND TO HOLD the aforesaid easements over all that certain property above described unto the Township of Upper Dublin, its successors and assigns, to and for the only proper use on behalf of the Township of Upper Dublin, its successors and assigns, for sidewalk, drainage, snow stockpile and utilities, including the right to construct, maintain and repair any construction or related construction or facilities in the lands hereinabove described and any such related construction or facilities hereinafter constructed in the said easements and to cause others to construct, maintain and repair such related facilities together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.


AND the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the construction, maintenance or repair of said related construction or facilities as now established or to be established by the Township of Upper Dublin, Grantee, and if such related construction or facilities shall not be established at the date of these presents that neither the said Grantor, nor its successors or assigns, shall at any time hereafter ask, demand, recover or receive any such damage by reason of the construction, maintenance or repairs of said facilities to conform to the codes

and regulations thereafter established or confirmed by the said Township of Upper Dublin.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successor and assigns, that the said easements described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them shall and will warrant and forever defend.

IN WITNESS WHEREOF, Grantor has caused this Deed of Dedication to be duly executed the day and year first above-written intending to be legally bound.


ATTEST:



, Secretary

MEETINGHOUSE ASSOCIATES,
LIMITED PARTNERSHIP


BY:



Joseph Kaynock, President,
Meetinghouse Associates, Inc.
General Partner

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin this 12th day of January, 1999.

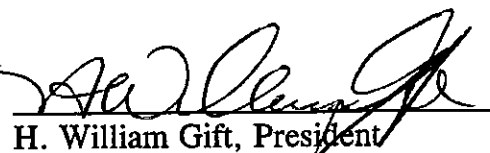
ATTEST:



Paul A. Leonard, Secretary

TOWNSHIP OF UPPER DUBLIN

BY:



H. William Gift, President
Board of Commissioners

ud\dev\traynock\DOD - Misc

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 12th day of Jan., 1999, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, appeared Joseph Raynock, who acknowledged himself to be the President of Meetinghouse Associates, Inc., a Pennsylvania corporation, and the General Partner of Meetinghouse Associates, Limited Partnership, and that as said President, he being authorized to do so, executed the foregoing for the purposes therein contained by signing the name of the corporation by himself as President.

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

Judith A Clayton
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 12th day of January, 1999, before me, Notary Public, in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared H. William Gift, who acknowledged himself to be the President of the Board of Commissioners of Upper Dublin Township, a township of the First Class, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as President.

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



Notary Public

Notarial Seal
Frances S. Amey, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 23, 2002
Member, Pennsylvania Association of Notaries



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

December 28, 1998

UD95.001
Raynock Subdivision

5' Wide Sidewalk Easement
Lot 1

ALL THAT CERTAIN five foot wide strip or parcel of land situate in Upper Dublin Township, Montgomery County, PA, being shown as a 5' wide sidewalk easement on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the northerly ultimate right of way line of Meeting House Road (25' from the centerline thereof), said point being located North 45°50'00" East, 26.22 feet from a common corner of lands of N/L Gerald L. & Luray M. Watking and Ashwood Court subdivision, said corner being on or near the centerline of Meeting House Road; thence, extending along said Watking lands, North 45°50'00" East, 5.24 feet to a point on the northerly sideline of a 5' wide sidewalk easement; thence, extending along said sideline, South 61°42'00" East, 208.76 feet to a point on the westerly right of way line of Anna Marie Circle (50' wide); thence, extending along said right of way line, on the arc of a circle curving to the right in a southwesterly direction having a radius of 15.00 feet, the arc distance of 12.61 feet to a point on the said ultimate

LOT 1 SIDEWALK EASEMENT
DECEMBER 28, 1998
PAGE 2 OF 2

right of way line of Meeting House Road; thence, extending along said right of way,
North 61°42'00" West, 199.16 feet to a point and place of beginning.



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

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December 28, 1998

UD95.001
Raynock Subdivision

5' Wide Sidewalk Easement
Lot 8

ALL THAT CERTAIN five foot wide strip or parcel of land situate in Upper Dublin Township, Montgomery County, PA, being shown as a 5' Wide Sidewalk Easement on and through Lot 8 on Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57, and being more fully described as follows:

BEGINNING at a point on the northerly ultimate right of way line of Meeting House Road (25' from the centerline thereof), said point being located North 45°50'00" East, 26.22 feet from a common corner of lands of N/L Kenneth & David Fox and Ashwood Court, said corner being on or near the centerline of Meeting House Road; thence, extending along said right of way line, North 61°42'00" West, 45.84 feet to a point of curvature of a radial corner of this and the easterly right of way line of Anna Marie Circle (50' wide); thence, extending along said right of way line, on the arc of a circle curving to the right in a northerly direction having a radius of 15.00 feet, the arc distance of 12.61 feet to a point on the northerly sideline of a 5' wide sidewalk easement; thence, extending along said sideline, on and through lot 8, South 61°42'00" East, 58.60

Herbert H. Metz, Inc. Since 1912

EXHIBIT E

LOT 8 SIDEWALK EASEMENT
DECEMBER 28, 1999
PAGE 2 OF 2

feet to a point in the line of lands of said Fox; thence, extending along said Fox lands,
South 45°50'00" West, 5.24 feet to a point and place of beginning.



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

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December 31, 1998

UD95.001
Raynock Subdivision

Variable Width Drainage Easement
Lots 1 & 2

ALL THAT CERTAIN variable width easement situate in Upper Dublin Township, Montgomery County, PA, being shown as Variable Width Drainage Easement on and through Lots 1 and 2 on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, PA, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the westerly right of way line of Anna Marie Circle (50' wide) said point being located South 05°40'41" East, 13.49 feet from a common corner of lots 1 and 2 as shown on said plan; thence, extending on and through lot 1 the following two (2) courses and distances: 1) South 81°05'48" West, 101.96 feet to a point; 2) South 45°50'00" West, 109.44 feet to a point on the northerly proposed right of way line of Meetinghouse Road (25' from the centerline thereof); thence, extending along said right of way line, North 61°42'00" West, 47.00 feet to a point in the line of lands of N/L Gerald L. & Luray M. Watking; thence, extending along the Watking lands, North 45°50'00" East, 131.56 feet to a point, said point being a common corner of these an lot 2; thence, extending on and through lot 2, North 80°50'15" East, 123.69 feet to a point

DRAINAGE EASEMENT
DECEMBER 31, 1998
PAGE 2 OF 2

on the said right of way line of Anna Marie Circle; thence, extending along said right of way, South 05°40'41" East, 41.81 feet to a point and place of beginning.



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph I. Feider, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

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December 31, 1998

UD95.001
Raynock Subdivision

Snow Stockpile Easement
Lot 1

ALL THAT CERTAIN rectangular easement situate in Upper Dublin Township being shown as snow stockpile easement on lot 1 on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, PA dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the westerly right of way line of Anna Marie Circle (50' wide), said point being located South 05°40'41" East, 13.49 feet from a common corner of lots 1 and 2 as shown on said plan; thence, continuing along said right of way line, South 05°40'41" East, 30.05 feet to a point; thence, extending on and through lot 1 the following three (3) courses and distances: 1) South 81°05'48" West, 20.03 feet to a point; 2) North 05°40'41" West, 30.05 feet to a point; 3) North 81°05'48" East, 20.03 feet to the point and place of beginning.



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

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January 5, 1999

UD95.001
Raynock Subdivision

Twenty Foot Wide Utility Easement
Lots 3 & 4

ALL THAT CERTAIN easement situate in Upper Dublin Township, Montgomery County, PA being shown as a Twenty Foot Wide Utility Easement on and through Lots 3 and 4 on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the northwesterly sideline of a 50' radius cul-de-sac of Anna Marie Circle, said point being a corner of Lots 3 and 4 as shown on said plan; thence, extending along the said cul-de-sac sideline on the arc of a circle curving to the left in a southwesterly direction having a radius of 50 feet, the arc distance of 10.07 feet to a point; thence, extending on and through Lot 3 the two (2) following courses and distances; 1) North 45°20'30" West, 299.42 feet; 2) South 44°39'30" West, 146.83 feet to a point in the line of lands of N/L Robert G. & Joyce N. Kubiak; thence, extending along the said Kubiak lands, North 45°16'30" West, 20.00 feet to a corner of Lot 3; thence, extending along Lots 3 and 4, North 44°39'30" East, 317.56 feet to a point in the line of lands of N/L A. Winston & Myrtle Edwards; thence, extending along the said Edwards lands, South 45°16'30" East, 20.00 feet to a point; thence, extending on and

through Lot 4 the two (2) following courses and distances; 1) South $44^{\circ}39'30''$ West, 150.73 feet to a point; 2) South $45^{\circ}20'30''$ East, 299.42 feet to a point on the aforementioned cul-de-sac sideline; thence, extending along the said sideline, on the arc of a circle curving to the left in a southwesterly direction having a radius of 50 feet, the arc distance of 10.07 feet to the point and place of beginning.

January 5, 1999

UD95.001
Raynock Subdivision

Twenty Foot Wide Utility Easement
Lots 5 & 6

ALL THAT CERTAIN easement situate in Upper Dublin Township, Montgomery County, PA being shown as a Twenty Foot Wide Utility Easement on and through Lots 5 and 6 on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the northeasterly sideline of a 50' radius cul-de-sac of Anna Marie Circle, said point being a corner of Lots 5 and 6 as shown on said plan; thence, extending along the said cul-de-sac sideline on the arc of a circle curving to the left in a westerly direction having a radius of 50 feet, the arc distance of 10.32 feet to a point; thence, extending on and through Lot 5 the two (2) following courses and distances; 1) North 44°39'30" East, 160.19 feet; 2) North 44°10'00" West, 18.44 feet to a point in the line of lands of N/L A. Winston & Myrtle Edwards; thence, extending along the said Edwards lands, North 45°55'00" East, 20.00 feet to a corner of Lot 5; thence, extending along Lot 5 and partially along Lot 6, South 44°10'00" East, 38.00 feet to a point; thence, extending on and through Lot 6, South 44°39'30" West, 176.90 feet to a point on the aforementioned cul-de-sac sideline; thence, extending along the said

METZ ENGINEERS
Utility Easement
January 5, 1999
Page 2

sideline, on the arc of a circle curving to the left in a westerly direction having a radius of 50 feet, the arc distance of 10.03 feet to the point and place of beginning.



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Joseph J. Fielder, Inspection Manager
Ralph A. Wert, P.E., P.L.S. 1956-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

January 5, 1999

UD95.001
Raynock Subdivision

Variable Width Utility Easement
Lots 6, 7 & 8

ALL THAT CERTAIN easement situate in Upper Dublin Township, Montgomery County, PA being shown as a Variable Width Utility Easement on and through Lots 6, 7 and 8 on a Record Plan of Ashwood Court (formerly known as the Raynock property) prepared by Momenee and Associates, Bryn Mawr, Pennsylvania, dated January 16, 1995, last revised December 18, 1995 and recorded in plan book A52, page 57 and being more fully described as follows:

BEGINNING at a point on the easterly sideline of a Anna Marie Circle (50' wide), said point being a corner of Lots 6 and 7; thence, extending along the said sideline, and along Lot 6 the three (3) following courses and distances; 1) North 05°40'41" West, 10.49 feet to a point of curvature; 2) on the arc of a circle curving to the right in a northerly direction having a radius of 30 feet, the arc distance of 24.38 feet to a point of reverse curvature; 3) on the arc of a circle curving to the left in a northerly direction having a radius of 50 feet, the arc distance of 6.80 feet to a point; thence, extending on and through Lots 6, 7 and 8, the two (2) following courses and distances; 1) South 45°20'41" East, 35.51 feet to a point; 2) South 19°12'42" West, 87.07 feet to a point on the said sideline of Anna Marie Circle; thence, extending along the said sideline, North 05°40'41" West, 69.05 feet to the point and place of beginning.

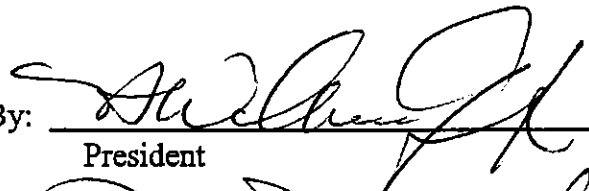
RESOLUTION NO. 1689

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 55630. 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.

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve 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 12 day of JANUARY, 1999 at a meeting of the Board of Commissioners.

By: 

President

Attest: 

Secretary

**RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
TOWNSHIP OF UPPER DUBLIN
MONTGOMERY COUNTY, PENNSYLVANIA**

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**RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
TOWNSHIP OF UPPER DUBLIN
MONTGOMERY COUNTY, PENNSYLVANIA**

ARTICLE I. DEFINITION OF TERMS

101. Definitions.

Unless otherwise expressly stated, the following words and phrases, wherever used in these rules and regulations, shall be construed to have the meaning indicated herein:

- A. Applicant
Any individual who applies in writing to the Commission in response to legally advertised notice of vacancy and/or examination for original appointments or promotion in the Police Department.
- B. Certification
The submission to the Municipal Governing Body of names taken from the eligible list developed by the Civil Service Commission.
- C. Chairperson
The Chairperson of the Civil Service Commission of the Township of Upper Dublin.
- D. Commission
The Civil Service Commission of the Township of Upper Dublin.
- E. Eligible
A person whose name is recorded on a current eligible list or furlough list.
- F. Eligible List
The list of names of persons who have passed all examinations for a particular civil service position in the Police Department.
- G. Examination
The series of tests given to applicants to determine their qualifications for a position in the Police Department.

- H. Furlough List
The list containing the names of persons temporarily laid off from positions in the Police Department because of a reduction in the number of officers.
- I. Gender
"He," "His," or "Him" shall mean both male and female gender.
- J. Municipal Governing Body
The Board of Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania.
- K. Municipal Secretary
The Secretary of the Township of Upper Dublin.
- L. Police Department
The Police Department of the Township of Upper Dublin, Montgomery County, Pennsylvania.
- M. Police Officer
For purposes of these rules and regulations, a sworn full-time employee in the Police Department regardless of civil service rank. The ranks for the Police Department are as follows: Patrol Officer, Corporal, Sergeant, Lieutenant, Deputy Chief, and Chief.
- N. Probationer
An officer in the Police Department who has been appointed from an eligible list, but who has not yet completed his work-test period.
- O. Reduction in Rank
A change to a different civil service rank which results in a decrease in salary; provided, however, that a decrease in salary without a change to a different civil service rank shall not necessarily constitute a reduction in rank.
- P. Removal
The permanent separation of a police officer from the Police Department.
- Q. Secretary
The Secretary of the Civil Service Commission of the Township of Upper Dublin.

- R. Suspension
The temporary separation without pay of a police officer from the Police Department.
- S. Township
Township of Upper Dublin, Montgomery County, Pennsylvania.

ARTICLE II. THE COMMISSION

201. Officers.

The Commission shall consist of three individuals who shall be qualified electors of the Township and shall be appointed by the Municipal Governing Body to serve terms of six years. Any vacancy occurring in such Commission for any reason whatsoever shall be filled for the unexpired term within the period of thirty days after such vacancy occurs.

Each member of the Commission, before entering upon the discharge of the duties of his office, shall taken an oath or affirmation to support the Constitution of the United States and of the Commonwealth of Pennsylvania and to perform his official duties with fidelity.

202. Offices Incompatible with Civil Service Commission.

No member of the Commission shall at the same time hold an elective or appointed office under the United States government, the Commonwealth of Pennsylvania, or any political subdivision of the Commonwealth, except that one member of the Commission may be a member of the Municipal Governing Body.

203. Organization of Commission; Quorum.

The Commission shall elect one of its members as the Chairperson, one of its members as Vice-Chairperson and one as the Secretary. The Commission shall meet and organize on the first Monday of each even-numbered year. Each Commission member shall be notified in writing of each and every meeting. Two members of the Commission shall constitute a quorum and no action of the Commission shall be valid unless it shall have the concurrence of least two members.

204. Duties of Chairperson.

The Chairperson, or in his absence, the Vice-Chairperson, or in his absence, the Secretary, shall preside at all meetings and hearings of the Commission, decide all points of order or procedure and perform any duties required by law or these rules.

205. Duties of Secretary.

The Secretary or his designated representative shall carry on at the direction of the Commission all official correspondence of the Commission, send out all notices required by law and these rules of procedure, keep a record of each examination or other official action of the Commission, and perform all other duties required by law, by these rules and by the Commission.

206. Meetings.

Except for the biennial organization meeting, all meetings shall be held either at the call of the Chairperson or at the call of two members of the Commission. At least twenty-four (24) hours' written notice of each meeting shall be given each member. No rules or regulations of the Commission shall be adopted without the prior approval of the Municipal Governing Body. The Commission shall have the discretion to determine whether meetings shall be open to the public when not specifically regulated by law or these rules.

207. Order of Business.

The order of business of all meetings of the Commission shall be as established from time to time by the Commission.

208. Minutes.

The Secretary shall keep minutes of the Commission proceedings showing the vote of each member upon each question, and records of examinations and other official actions. If a member is absent or fails to vote, the Secretary shall indicate that fact in the minutes. All recommendations of applicants for appointment received by the Commission shall be kept and preserved for a period of five years, and all such records and all written causes of removal filed with the Commission, except as otherwise provided in these rules and regulations or by law, shall be open to public inspection and subject to reasonable regulation.

209. Annual Report.

The Commission shall make an annual report to the Municipal Governing Body containing a brief summary of its work during the year and a full accounting for any expenditures of public monies, which shall be available for public inspection.

210. Investigations.

The Commission shall have power to make investigations concerning all matters touching the administration and enforcement of the civil service rules and regulations. The Chairperson of the Commission is hereby given power to administer oaths and affirmations.

211. Clerks and Supplies.

The Municipal Governing Body shall furnish the Commission with such supplies and clerical assistance as may be necessary for the Commission to fulfill its duties. In addition, the Commission may retain counsel, and any other consultants or experts, including physicians and psychiatrists, as are necessary. The elected and appointed officials of the Township shall assist the Commission with all reasonable and appropriate efforts including compensation for any counsel or experts retained by the Commission.

ARTICLE III. APPLICATIONS

301. Application for Examination.

No person shall be admitted to an examination for a position in the Police Department of Upper Dublin Township until after having filed, on the official form prescribed by the Civil Service Commission, an oath or affirmation providing the information as required by the Commission. The official application form shall include, but not be limited to, Application for Employment, Personal Data Questionnaire, Waiver, Polygraph Release and any other appropriate forms as determined by the Commission. The Commission may charge an application fee as determined from time to time by the Commission not to exceed Fifty (\$50.00) Dollars.

302. Discrimination.

No question in any form of application for examination or in any examination shall be so framed as to elicit information concerning the political or religious opinions of any applicant nor shall inquiry be made concerning such opinion or affiliations and all disclosures thereof shall be disregarded.

No discrimination shall be exercised, threatened or promised by any person against or in favor of any applicant or employee because of political opinions or affiliations or on the basis of race, color, creed, religion, ancestry, age, gender, national origin, veteran's status, marital status or a non-job-related handicap or disability, and no offer or promise of reward, favor or benefit, directly or indirectly, shall be made to or received by any person for any act done or duty omitted or to be done under these rules and regulations. The Commission and Township will provide equal opportunities in employment and promotion.

303. Availability.

Application forms shall be available to all interested persons in the office of the Municipal Secretary, and from such other offices and officers that the Commission, from time to time, may choose to delegate. Application forms may be mailed upon written or telephone request; however, no filing date deadlines will be extended due to mailing delay.

304. Age and Residence Requirements.

No person shall be eligible to apply for examination unless he or she is at least eighteen (18) years of age at the time of the last date for filing an application. If provided by ordinance, nonresident police officers shall become residents of the Township after appointment to such positions as provided in such ordinance.

305. General Qualifications - All Applicants.

Each applicant for a position in the Police Department shall, at the time of the last date for filing of an application, be a United States citizen, have a minimum of sixty (60) college credits or an Associate's or Bachelor's Degree from a college or university duly accredited by a nationally recognized accreditation organization, or have three (3) years experience as a duly certified

municipal, federal or state police officer, or have three (3) years experience as an active police officer in the Army, Navy, Air Force and/or Marine Corps.

Each applicant shall be physically, medically and psychologically fit for the performance of the duties of a police officer; of good moral character; and, licensed to operate a motor vehicle in the Commonwealth of Pennsylvania prior to appointment. In the case of a foreign-born applicant, evidence satisfactory to the Commission shall be produced showing the person to be a United States citizen.

306. General Qualifications - Application for Corporal, 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 Corporal, 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;
- B. have demonstrated an ability to carry out orders from superiors as documented by immediate supervisors and the Chief of Police in written evaluations;
- C. demonstrated a working knowledge of police science and administration as ascertained by a promotional examination prescribed by the civil service commission;
- D. demonstrated 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 qualifications:

- A. have been continuously employed in police services as a sworn police officer in the Police Department for at least three (3) years as of the application date to qualify for Corporal.
- B. have been continuously employed in police services as a sworn police officer in the Police Department for at least five (5) years as of the application date to qualify for Sergeant.
- C. have been continuously employed in police services as a sworn police officer in the Police Department for at least two (2) years at the rank of Sergeant as of the application date to qualify for Lieutenant.
- D. have been continuously employed in police services as a sworn police officer in the Police Department for at least five (5) years at the rank of Sergeant or five (5) years at the rank of Lieutenant or five (5) years at the rank of Sergeant and/or Lieutenant as of the application date to qualify for Deputy Chief.

307. Investigation of the Applicant.

A background investigation of the character and reputation of an applicant being considered for certification for appointment shall be made by the Commission or its agent or agents and may include credit reports and reports of investigations from recognized agencies. The background investigation shall include a polygraph test as provided in Article VI. of the rules and regulations. The character and reputation of the applicant must be sufficient for him to merit appointment as a police officer. Reliance upon credit history and criminal records shall be in compliance with state and federal law.

308. Filing Applications.

Applications for positions in the Police Department may be received at any time, during normal business hours, in the office of the Municipal Secretary, and by such other offices and officers as the Commission may designate. The receipt of such applications shall be subject to the following condition:

To be considered for such examination, all applications must be received by the close of business on the date set forth in the public notice as the deadline for receiving applications under Section 401. of these rules and regulations.

309. Recording Applications.

The Commission or its designee shall review each application, upon receipt, for the purpose of determining that such application contains no errors or omissions. The Secretary or his designee shall record the receipt of all fully completed acceptable applications which, once recorded, shall not be returned to the applicants. An unacceptable application shall be returned to an applicant with an explanation in writing of the deficiencies in the application.

310. Rejection of Applicant; Hearing.

The Commission may refuse to examine or, if examined, may refuse to certify after examination as eligible, any applicant who is found to lack any of the minimum qualifications for examination prescribed in the rules and regulations adopted for the position or employment for which he has applied, or who is physically disabled and unfit for the performance of the duties of the position to which he seeks employment, or who is addicted to the habitual use of intoxicating liquors or narcotic drugs, or who has been guilty of any crime involving moral turpitude or of infamous or notoriously disgraceful conduct, or who has been dismissed from public service for delinquency or misconduct in office, or who is affiliated with any group whose politics or activities are subversive to the form of government set forth in the Constitution and laws of the United States and Pennsylvania.

If any applicant feels himself aggrieved by the action of the Commission in refusing to examine him or to certify him as eligible after examination, he may request a hearing in writing. Such request shall be filed with the Commission within ten (10) days after an unacceptable application is returned to the applicant or within ten (10) days after notice under Section 704. of the applicant's grade. Whereupon, the Commission shall, in accordance with the Local Agency Law,

then review its refusal to make such examination or certification and take such testimony as may be offered. The decision of the Commission shall be final.

311. Penalty for False Statement.

The statements made by the applicant in the official application shall not contain any misstatement, falsification, omission or concealment of material fact. Should investigation disclose any such willful misstatement, falsification, omission or concealment with respect to an application:

- A. The application shall be invalid and the applicant shall be disqualified from examination, or
- B. If applicant shall have been examined, the name of such applicant shall be removed from the eligible list, or
- C. If the applicant shall have been appointed, such willful misstatement, falsification, omission or concealment shall constitute grounds for dismissal from the Police Department.

No person who has made a willful false application shall, for a period of five years, be permitted to make a future application for any position in the Police Department, without the prior written approval of the Commission, within the sole discretion of the Commission, after a due process hearing.

ARTICLE IV. ANNOUNCEMENT OF EXAMINATIONS

401. Public Notice.

Public notice of the time and place of the commencement of every examination process, together with the information as to the kind of position or place to be filled in the Police Department, shall be given once in a newspaper of general circulation in the Township. The public notice shall be published at least two (2) weeks prior to the scheduled date for commencement of the examination process and a copy of the notice shall be posted on the bulletin board in the Township Building. Additional public notice by publication, posting or otherwise may be given at any time at the discretion of the Commission. The deadline for receiving applications shall be set forth in the public notice.

402. Content of Notice.

The public notice shall contain the following information:

- A. Title/general requirements of the position to be filled.
- B. Time and place for the commencement of the examination process, or if this cannot be accomplished, all applicants will be notified by mail.
- C. The deadline for receiving applications.
- D. The address of the office where the application shall be filed.

The public notice may further include a statement of residency requirements; starting/maximum salary and benefits; educational requirements; and/or any pertinent information as deemed appropriate by the Commission.

403. Notice of Examination Elements After Written Examination.

In addition to the public notice, the Secretary shall give written notice at least seven (7) days prior to the date fixed for the examination to each qualified applicant by mailing or otherwise delivering to each applicant qualified for the next step in the examination process, a notice which shall include the date, time and place the applicant shall report for the next examination in the process. In the case of medical, psychological and polygraph examinations, the notice shall also include the name of the medical, psychological and/or polygraph examiners.

Every such notice shall be mailed or otherwise delivered at least seven (7) days prior to the date fixed for examination. Only applicants receiving notices to report for any examination shall be permitted to participate in such examination, and each applicant shall present his notice to the examiner before he shall be examined. When there is a failure to report for an examination in accordance with the instructions contained in the case of a medical, psychological or polygraph examination, the doctor, psychologist and/or polygraph examiner designated in the notice, may fix another date and time for such examination.

ARTICLE V. MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

501. Appointment of Examiners.

The Commission shall, from time to time, appoint one (1) or more qualified examiners to make all medical and psychological examinations required by these rules.

502. 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 an applicant from the certified list of three (3) for appointment to the vacant position, the applicant shall submit to a physical examination and a psychological examination, as provided in these rules and regulations, by the appropriate medical experts. If the applicant successfully passes the physical and psychological examinations, then that applicant shall be appointed to the vacant position in the Police Department for which he 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 applicant being rejected from consideration. The rejected applicant may appeal this decision under Section 310. in the same manner and following the same procedure as if the rejection were by the Commission.

503. Physical Examination.

After an applicant has received a conditional appointment to a position in the Police Department, that individual shall undergo a physical examination if and when requested and shall meet the minimum physical requirements established by the Commission, and shall maintain their proficiency throughout their employment.

504. Medical and Mental Requirements.

No person shall be eligible for appointment until a Municipal Governing Body appointed and/or Commission approved physician and/or psychological examiner certifies that the applicant is free from any bodily or mental defects, deformity or disease that might incapacitate him from the discharge of the duties of the position desired. Each person shall meet the minimum requirements and shall maintain their proficiency throughout their employment.

505. Report of Examiner.

The Commission shall furnish each examiner with forms upon which the examiner shall state the physical and/or mental condition of each applicant. The report of each examination shall be submitted to the Commission within fifteen (15) days after the date of examination.

506. Rejection of Unfit Applicants.

If the medical and/or psychological examiner finds any applicant medically or psychologically unfit for performance of the duties of a police officer because of any physical or mental defect, whether or not the defect shall be specifically stated as a cause for rejection in the statement of medical and/or psychological requirements, such applicant shall be rejected and a brief statement of the reasons for rejection shall be entered in the report of the medical or psychological examination.

ARTICLE VI. POLYGRAPH EXAMINATION

601. Appointment of Examiner.

The Commission shall, from time to time, appoint one (1) or more qualified examiners to perform polygraph examinations required by these rules.

602. Report of Examiner.

The Commission shall furnish each polygraph examiner with forms upon which the examiner shall state whether any of the applicant's responses to questions from the applicant's Personal Data Questionnaire were deceptive. The report of each examination shall be submitted to the Commission within five (5) days after the date of the examination.

603. Testing Procedure.

The examiner shall ask questions based on the information contained in the Personal Data Questionnaire and Drug Use 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.

604. Appeal Procedure.

If the examiner shall deem any of the applicant's responses to be deceptive, the examiner must tell the applicant immediately and give the applicant an opportunity to explain, deny or admit the deception. If the applicant denies being deceptive or if the explanation is found unsatisfactory by the examiner, the applicant will be given the opportunity to retake the test with a second examiner. Notice of the opportunity to retest shall be given in writing to the applicant. The second examiner will not have access to the results of the first test prior to readministering the polygraph. If the second examiner finds no deception, the applicant will be considered as having passed the polygraph test. If the second examiner also finds the applicant deceptive, the applicant will be considered as having failed the examination.

605. Appeal to the Commission for Third Examination.

An applicant who has failed both tests may appeal to the Commission for a third examination, and the decision to give the applicant an opportunity to take a third test resides solely within the discretion of the Commission. If the applicant is awarded an opportunity to take a third test and passes, then the applicant will be considered as having passed the polygraph test. If the applicant is found deceptive on a third test, the applicant shall be rejected, who may thereafter appeal his rejection to the Commission pursuant to Section 310. of these rules.

ARTICLE VII. EXAMINATION PROCESS

701. Examinations for Police Positions.

It shall be noted that Section 310. (Rejection of Applicant: Hearing) of these rules and regulations is applicable to this Article VII.

A. Examination for the Position of Patrol Officer:

(1) The following parts shall comprise the examination process for the position of patrol officer:

	<u>Element</u>	<u>Passing Score</u>	<u>Weighting</u>
Step 1	Written Examination	Ref: Section 703.	40%
Step 2	Oral Examination [Top thirty (30) ranking applicants]	Ref: Section 703.	60%
Step 3	Physical Agility Test	Ref: Section 701(A)(3)	Pass/Fail
Step 4	Background Investigation	Ref: Section 307.	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, the Commission shall select the top thirty (30) persons receiving passing grades for further processing, while placing all other persons qualifying with a passing score on an eligibility list for future consideration. All persons having the same score as the thirtieth person shall also be included for further processing.

(3) Physical Agility Test - 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 be eligible to take the following physical agility test. The Commission shall appoint the Police Department or its representative to conduct the physical agility test and report the results to the Commission. The order of testing shall be within the discretion of the test administrator, but the same test order shall be used for all applicants.

Instructions:

This test has been designed to determine whether applicants have the minimal physical abilities required to handle situations often encountered in police work. This is a pass-fail test. Failure to meet one (1) of the minimums shall result in the failure of the agility test and the elimination of the applicant from the examination process.

Test 1: Weight Drag

Applicants shall be required to drag a one hundred fifty (150) pound body from a seated position in a motor vehicle, belted in place, a distance of seventy-five (75) feet in one (1) minute to pass this test.

Test 2: High Jump

Applicants will be permitted a twenty (20) foot run and are obligated to clear thirty (30) inches without touching or moving the horizontal rope or pole to pass this test.

Test 3: Quarter Mile Run

Applicants 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

Applicants must cross over the top of a six (6) foot high wall in no more than two (2) tries within five (5) minutes to pass this test. The applicant may use any method to get over the wall without aid of a stepping device such as a chair, box, etc.

Test 5: Stairwell Climb

Applicants must be able to ascend and descend a twelve (12) step stairwell carrying a standard issue fire extinguisher three (3) times to pass this test.

Test 6: Trigger Pull

Applicants must be able to pull the trigger of a standard issue double-action pistol (Baretta model 96D), with the arm extended horizontally and unsupported, fifteen (15) times with each hand in thirty (30) seconds to pass this test.

Test 7: Swimming

Applicants shall be required to swim one hundred (100) feet in sixty (60) seconds using any stroke desired to pass this test.

B. Examination for the Positions of Corporal, 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 703.	50%
Step 3	Oral Examination	Ref: Section 703.	40%

(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, the service rating of all applicants 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 responsibilities of the police officers to be rated. The service rating shall be for the two prior evaluation periods of the Police

Department ending not less than thirty (30) days prior to the announcement of the promotional examination.

C. Examination for the Position of Deputy Chief.

(1) The following parts comprise the examination process for the aforementioned position:

	<u>Element</u>	<u>Passing Score</u>	<u>Weighting</u>
Step 1	Service Rating	-	20%
Step 2	Written Examination	Ref: Section 703.	30%
Step 3	Oral Examination	Ref: Section 703.	50%

(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 applicants 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 responsibilities of the police officers to be rated. The service rating shall be for the two prior evaluation periods of the Police Department ending not less than thirty (30) days prior to the announcement of the promotional examination.

D. Appointment of Chief of Police.

In the case of a vacancy in the office of Chief of Police, the Municipal Governing Body has full discretion in selecting the individual to fill the position of Chief of Police. If the Municipal Governing Body requests the Commission to subject that person to a noncompetitive examination, and if that person successfully passes the noncompetitive examination, then the Commission shall notify the Municipal Governing Body of the results of the examination.

702. Percentage Value of Examination Elements.

Each part of the written examination, oral examination and service ratings (where applicable) shall be graded on a scale of one hundred (100%) percent. An applicant for any position in the Police Department must pass each required step in the examination process to be eligible for certification for appointment to the desired position.

703. Passing Score - Veteran's Preference.

The minimum passing score on a written examination shall be seventy (70%) percent. An applicant must obtain a passing score on the written examination to be eligible to take an oral examination. The minimum passing score on an oral examination shall be seventy (70%) percent. Failure of an applicant to obtain seventy (70%) percent in the oral examination shall exclude that applicant from further processing.

Pursuant to the Veteran's Preference Act, any applicant for the position of patrol officer who qualifies as a "soldier" under this Act, shall receive an additional ten (10) points on top of their total score if that applicant had received passing scores in all parts of the examinations in Article VII.

704. Notice of Applicant's Grade.

When the grading of each element of an examination is completed, and upon completion of the examination process, the Secretary shall post notice of the written examination results in the Township Building and shall give written notice to each applicant eligible to take the oral examination and continue in the examination process. A copy of the eligible list, which contains the names and grades of those who have passed the examination, shall be posted in the Township Building.

705. Ineligibility for Future Examination for One (1) Year.

If any applicant fails to obtain a passing grade in any examination, he shall not be eligible for a subsequent examination for any position in the Police Department for a period of one (1) year.

706. Administering Examinations.

The Commission shall designate an examining agency or a qualified individual to act as examiner for the written examinations. The Commission shall reserve the right to accept or reject for cause, in whole or in part, the recommendations of the regularly appointed examining agency. The Commission shall designate a qualified examining agency or persons qualified to evaluate performance and service records, and to conduct the physical agility testing and oral examination.

707. Rules for Conducting Written Examinations.

The Commission or its designated examining agency shall prepare a statement of instructions and rules for conducting written examinations. The appointed examiner shall administer each examination in accordance with the instructions, and be responsible for enforcing the rules for conducting written examinations.

708. Penalty for Improper Conduct.

Should an applicant be found by the Commission to have committed any act tending to defeat the proper conduct or the result of any examinations, his name shall be removed from the eligible list resulting from the examination and the applicant shall not, for a period of five (5) years, be permitted to make future application for any position in the Police Department, without the prior written approval of the Commission, within the sole discretion of the Commission, after a due process hearing.

ARTICLE VIII. ELIGIBLE LISTS

801. Preparation of Eligible List.

As soon as possible after the completion of each examination, the Secretary shall prepare an eligible list of the top thirty (30) ranking successful applicants. All persons having the same score as the thirtieth person shall also be included. The names on the eligible list shall be arranged, from the highest to the lowest, in the order of the final weighted score received by each eligible applicant. The eligible list shall be filed in the office of the Municipal Secretary, and a copy posted on the notice board in the Township Building. The eligible list shall also indicate the date of its preparation. The right of a candidate to remain on an eligible list is under and subject to a satisfactory background investigation in the opinion of the Commission conducted pursuant to Section 307. and the applicant passing the medical and psychological examinations under Article V. of these rules and regulations.

802. Breaking Tie Scores.

When two (2) or more eligible applicants shall receive the same final weighted score, the order in which the names of such persons shall appear on the eligible list shall be determined by their respective scores on that part of the examination assigned the greatest weight. In the event that two (2) or more qualifying applicants also receive identical scores on that part of the examination assigned the greatest weight, then the order shall be determined by their respective scores on the part of the examination assigned the second greatest weight. In the event that two (2) or more qualifying applicants for the position of patrol officer also receive identical scores on that part of the examination assigned the second greatest weight, then the order shall be determined by giving first priority to those persons having Municipal Police Officers Act 120 Certification; if none, then by the police officers having the greatest length of law enforcement experience; then if none, by the persons having the greatest number of college credits. In the event that two (2) or more qualifying applicants for the positions of corporal, sergeant, lieutenant and deputy chief also receive identical scores on that part of the examination assigned the second greatest weight, the order of listing shall be determined by seniority.

803. Life of Eligible Lists.

An eligible list shall be valid for a period of one (1) year from the date of its preparation. The Commission may within its sole discretion extend the term of an eligible list for up to one (1) additional year. In addition, the Commission may, at its sole discretion, void an eligible list at any time.

ARTICLE IX. CERTIFICATION AND APPOINTMENTS

901. Filling Vacancies.

When a vacancy is to be filled in the Police Department, the Municipal Governing Body shall submit a written request to the Commission for certification of eligibles. In making the request, the title of the position to be filled shall be specified.

902. Furloughs; Furlough List to Fill Appointments.

- A. If for reasons of economy or other reasons, it shall be deemed necessary by the Municipal Governing Body to reduce the number of full-time police officers in the Police Department, then the Municipal Governing Body shall apply the following procedure: (1) if there are any employees eligible for retirement under the terms of any retirement or pension law, then such reductions in numbers shall be made by retirement of such employees starting with the oldest employee and following in order of age of respectively; (2) if the number of full-time police officers eligible for retirement is insufficient to effect the necessary reduction in numbers, or if there are no persons eligible for retirement, or if no retirement or pension fund exists, then the reductions shall be effected by furloughing the person or persons, including probationers, last appointed to a position in the Police Department.
- B. Such removal shall be accomplished by furloughing in numerical order commencing with the person last appointed until such reduction shall have been accomplished. In the event that the Municipal Governing Body decides to increase the Police Department, the furloughed officers shall be reinstated in order of their seniority in the Police Department if the furloughed officer accepts reinstatement in writing within thirty (30) days of receiving notice of the opening. These reduction in force provisions are not applicable to the Chief of Police.
- C. A furloughed police officer shall be required to take and pass the medical and psychological examinations referred to Article V. of the rules and regulations to be eligible to fill a vacancy.

903. Certification From Eligible Lists.

If no furlough list exists or if the total number of vacancies cannot be filled from the available names on the furlough list, the Commission shall certify names from the eligible list. The Commission shall certify for an existing vacancy three (3) applicants whose names appear on the eligible list, and certify an additional name for each additional vacancy. If there are less than three (3) available on the eligible list, the Commission shall certify the names(s) remaining on the eligible list. The Municipal Governing Body may select from such lesser number of available eligibles or may request that the Commission void the eligibility list and hold another examination.

904. Removal of Names from Furlough and Eligible Lists.

In addition to the other reasons stated as grounds for removal in these rules and regulations, the name of any person/applicant appearing on a furlough list or an eligible list shall be removed by the Commission if such person:

- A. Indicates in writing his/her unavailability for appointment and requests removal from the list, OR
- B. Is appointed to a position in the Police Department, OR
- C. Declines an appointment to a permanent position in the Police Department, OR

- D. Fails to make written reply to the Commission within seven (7) calendar days from the date of mailing a notice of certification, OR
- E. Indicates availability for appointment and is so appointed to fill a vacancy but fails to report for duty at the time prescribed, unless, in the opinion of the Municipal Governing Body, such person can show good and sufficient reasons for failure to report, OR
- F. The background investigation under Section 307. of these rules and regulations, as amended, is not satisfactory to the Commission, OR
- G. The person/applicant fails to pass the medical and psychological examinations under Article V. of these rules and regulations.

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 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 shall certify the furlough list, except that if there is no such list or if the individual or individuals so eligible for re-employment refuse, are unable or unqualified to serve, the Secretary shall then certify to the Municipal Governing Body the names of three (3) persons from the eligible list then in effect pursuant to Section 803.

The Municipal Governing Body shall, with sole reference to the merits and fitness of the applicants, 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. However, for initial appointment to the position of patrol officer, when one of the three applicants on the certified list is a veteran, that applicant shall be selected.

All such appointments shall be conditioned upon the police officer/applicant passing the physical and psychological examinations as referred to in Article V. of these rules and regulations.

906. Probationary Period.

All original appointments to any position in the Police Department shall be for a probationary period of twelve (12) months from the date of swearing in of the new officer, but during the probationary period an appointee may be dismissed only for a cause specified in Section 310. If at the close of a probationary period the conduct or fitness of the probationer has not been satisfactory to the Municipal Governing Body, the probationer shall be notified in writing that he will not receive a permanent appointment. Thereupon, his appointment shall cease; otherwise, he shall be retained as a patrol officer.

In cases where an individual's performance during the probationary period is satisfactory, within the sole discretion of the Municipal Governing Body, the following events shall occur:

The Chief of Police shall make a report to the Municipal Governing Body recommending that he shall be retained as a patrol officer and/or shall submit a

performance evaluation report and recommendation, not less than sixty (60) days before the next regular meeting of the Municipal Governing Body immediately preceding the end of the probationary period. Each report shall be submitted in writing to the Municipal Governing Body. Within thirty (30) calendar days after receiving a probationary report from the Chief of Police, the Municipal Governing Body shall notify the probationer, in writing, of its decision to retain the probationer.

In cases where an individual's performance during the probationary period has not been satisfactory, within the sole discretion of the Municipal Governing Body, the following events shall occur:

The Chief of Police shall make a report to the Municipal Governing Body recommending termination of employment of any police officer found not to be acceptable in his position and/or shall submit a final probationary report, not less than sixty (60) days before the next regular meeting of the Municipal Governing Body immediately preceding the end of the probationary period. Each report shall be submitted in writing to the Municipal Governing Body. Within thirty (30) calendar days after receiving a probationary report from the Chief of Police, the Municipal Governing Body shall notify the Commission, in writing, of its decision to remove the probationer. The Commission, in turn, shall notify the probationer of such decision within fifteen (15) calendar days and in no event beyond the last day of the probationary period.

907. Provisional Appointments.

Whenever there are urgent reasons for the filling of a vacancy in any position in the Police Department and there are no names on the eligible list for such appointment, the Municipal Governing Body may nominate a person to the Commission for competitive examination and if such nominee shall be certified by the Commission as qualified after such competitive examination, he may be appointed provisionally to fill such vacancy. It shall thereupon become the duty of the Commission to hold a competitive examination and certify a list of eligibles pursuant to Section 55641. of the First Class Township Code and a regular appointment shall then be made from the name or names submitted by the Commission: provided, however, that nothing herein contained shall prevent the appointment without examination of persons temporarily as police officers in cases of riot or other emergency.

ARTICLE X. SUSPENSIONS, REMOVALS AND REDUCTIONS IN RANK

1001. General.

No person employed as a police officer in the Police Department shall be suspended, removed or reduced in rank except for the following reasons: (1) physical or mental disability affecting his ability to continue in service, in which cases the person shall receive an honorable discharge from service; (2) neglect or violation of any official duty; (3) violation of any law of this

Commonwealth which provides that such violation constitutes a misdemeanor or felony; (4) inefficiency, neglect, intemperance, disobedience of orders, or conduct unbecoming an officer; (5) intoxication while on duty; (6) engaging or participating in conducting of any political or election campaign otherwise than to exercise his own right of suffrage. A person so employed shall not be removed for religious, racial or political reasons. A written statement of any charges made against any person so employed shall be furnished to such person within five (5) days after the same are filed with the Commission.

If for reasons of economy or other reasons it shall be deemed necessary by the Municipal Governing Body to reduce the number of paid employees of the Police Department, then the Municipal Governing Body shall apply the following procedure: (1) if there are any employees eligible for retirement under the terms of any retirement or pension law, then such reduction in numbers shall be made by retirement if the party to be retired exceeds the maximum age as defined in the act of October 27, 1955 (P.L.744, No. 222) known as the "Pennsylvania Human Relations Act;" (2) if the number of paid employees in the Police Department eligible for retirement is insufficient to effect the necessary reduction in numbers or if there are no persons eligible for retirement or if no retirement or pension fund exists, then the reduction shall be effected by furloughing the person or persons, including probationers, last appointed to the Police Department. Such removal shall be accomplished by furloughing in numerical order commencing with the person last appointed until such reduction shall have been accomplished. In the event the said Police Department shall again be increased, the employees furloughed shall be reinstated in the order of their seniority in the service. The provisions of this paragraph as to reductions in the number of police officers in the Police Department shall not apply to any Chief of Police.

1002. Procedure.

Whenever any Police Officer is suspended, removed or reduced in rank, the specific charges warranting each such action shall be stated in writing by the Municipal Governing Body. The charges shall be stated clearly and in sufficient detail to enable the accused to understand the charges made against him and to be able to answer them, and shall include the section of the law or regulation as well as the factual basis for the violation of that law or regulation. As soon as practicable, the statement of charges shall be filed with the Commission and, within five (5) days of such filing, a copy of the statement of charges shall be delivered to the accused either by personal service or by certified or registered mail. In addition, the charges shall notify the officer of the right to appeal under Section 1003. of these rules.

1003. Hearing on Suspensions, Removals and Reductions in Rank.

- A. The officer who has been suspended, removed or reduced in rank may appeal the decision of the Municipal Governing Body by written notice to the Secretary of the Commission at the Upper Dublin Township Municipal Building, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034 requesting a hearing. This request shall be received by the Commission within ten (10) days after the officer received notice of the discipline. The officer may make written answers to any charges filed

not later than the date fixed for the hearing. Failure of the officer to provide written answers to any of the charges shall not be deemed an admission by the officer.

- B. The Commission shall schedule a hearing within ten (10) days from the officer's written request for a hearing unless continued by the Commission for cause at the request of the Commissions, the Municipal Governing Body, or the officer. At any such hearing, the officer against whom the charges have been made may be present and represented by counsel, may call witnesses and present testimony and documentation in defense. The Township may also be represented by counsel call witnesses and present evidence as is necessary to support the charges. A stenographic record of all testimony shall be taken at every hearing and preserved by the Commission. In the event the charges are dismissed, the record shall be sealed and not be available for public inspection.
- C. In conducting the hearing, the Commission's standard of review shall be to determine whether sufficient evidence has been presented to support the statutory reason for the disciplinary action. If the commission finds that sufficient evidence has been introduced to support the charge, the Commission shall not modify the penalty imposed by the Municipal Governing Body unless it finds that the penalty imposed was arbitrary, discriminatory or an abuse of the Municipal Governing Body's discretion. In considering the appropriateness of the discipline, the Commission shall not substitute its judgment for that of the Municipal Governing Body. The Commission may request posthearing briefs.

1004. Notice of Hearing.

Notice of the date, time and place for each hearing shall be given in the following manner:

- A. Either by personal service or by certified or registered mail to each of the principals involved in the case, and
- B. By mailing a notice to all other parties who have stated an interest in the hearing; provided, however, that any failure to give the notice required by this subsection shall not invalidate any subsequent action taken by the Commission.

1005. Oaths.

All testimony shall be given under oath or affirmation. The Chairperson, or in his absence, the Vice-Chairperson acting as Chairperson, shall administer all oaths and affirmations.

1006. Subpoenas.

The Commission shall have power to issue subpoenas over the signature of the Chairperson to require the attendance of witnesses and the production of records and papers pertaining to any investigation or inquiry. The fees of such witnesses for attendance and travel shall be the same as for witnesses appearing in the courts and shall be paid by the party requesting the subpoena.

All officers in public service and employees shall attend and testify when required to do so by the Commission.

If any person shall refuse or neglect to obey any subpoena issued by the Commission, he shall, upon conviction thereof in a summary proceeding, be sentenced to pay a fine in accordance with law, and in default of the payment of such fine and costs, shall be imprisoned in accordance with law.

If any person shall refuse or neglect to obey any subpoena issued by the Commission, it may apply by petition to the Court of Common Pleas of the county for its subpoena requiring the attendance of such persons before the Commission or the court, there to testify and to produce any records or papers necessary, and in default thereof may be held in contempt of court.

1007. Hearing Procedure.

Each hearing shall be conducted in the following manner:

- A. The Chairperson, or the Vice-Chairperson in his absence, shall call the hearing to order, state the general purpose of the hearing, and make note of the parties present.
- B. The Secretary, upon direction of the Chairperson, shall read the charges against the accused together with the record of action taken against such officer.
- C. The Secretary shall read any written reply of the accused.
- D. The Chairperson shall afford each person making charges, or his counsel, an opportunity to make further statement in support of the charges and to produce any witness.
- E. The Chairperson shall afford the accused, or his counsel, an opportunity to question or cross-examine the person making charges, and to question or cross-examine any witness produced by such person.
- F. The Chairperson shall afford each person making charges an opportunity to produce any witness and to make a summation.
- G. The Chairperson shall afford the accused, or his counsel, an opportunity to produce any witness and to sum up the defense. Each person or attorney has the right to cross examine witnesses.
- H. The Commission shall be the judge of admissible evidence and shall not be bound by technical rules of evidence.
- I. A stenographic record of all testimony taken at such hearings shall be filed with and preserved by the Commission, which record shall be sealed and not be available for public inspection in the event the charges are dismissed.
- J. Such hearing shall be in compliance with the provisions of the Local Agency Law.

The Commission, at any time during the course of the hearing, may question or cross-examine the person making charges, the accused, and any witness.

1008. Decision of the Commission.

Within thirty (30) calendar days after the hearing, the Commission shall issue its decision in the form of a written decision and order approved by at least two (2) members of the Commission. The written decision and order shall include all findings of fact. If, during the hearing, opposing facts are presented, the Commission shall include in its written order a decision as to what it considers to be the correct facts. Notice of the decision and order of the Commission and a copy thereof shall be given to the person making charges, to the accused officer, and to the Municipal Governing Body by personal delivery, certified mail or registered mail.

ARTICLE XI. INSPECTIONS AND RECORDS

1101. Inspection in General.

Except as otherwise provided herein, all of the records of the Commission shall be open to the public and available for inspection during normal business hours. A member of the Commission, or any person who may, from time to time, be designated by the Commission, shall be present at all times during any inspection of any records of the Commission.

1102. Character and Reputation Reports.

The initial application and all reports of investigation and inquiries into the character and reputation of applicants shall be kept in the strictest confidence, and shall not be open to public inspection.

1103. Inspection of Examination Materials.

All examination materials shall be confidential and shall not be open to general public inspection, except as may be provided by law. Any examined applicant may inspect his examination papers, provided that:

- A. He makes a written request to the Commission within ten (10) days of the date of posting of the scores or the date of mailing of the written notice of his grade, and
- B. He receives the written consent of the Commission to inspect his examination papers, and
- C. He makes inspection within five (5) days from the date of the mailing of the consent of the Commission.

The Commission shall consent to the request of an examined applicant to inspect examination materials only when required by law. If the Commission consents to an inspection of any examination materials, it shall state in its letter of consent the specific examination materials that may be inspected. Prior to inspection, the examined applicant shall produce the Commission's letter indicating the consent of the Commission and the examination shall be limited to only those examination materials indicated in the letter of consent. No examined applicant shall be permitted to inspect any examination papers other than his own, nor shall he be permitted to make any written notes or copies while inspecting any examination paper, unless required by law.

ARTICLE XII. COMMISSION FORMS

1201. Use of Forms.

The official application form and all other forms used by the Commission may be adopted from time to time by Resolution by the Commission and as adopted shall be incorporated by reference into these rules and regulations and shall be as much a part of these rules as if they were fully described herein. The Commission may adopt and use various types of forms to perform its official functions, copies of which may be obtained from the office of the Municipal Secretary, and from such other offices and officers that the Commission, from time to time, may choose to designate.

ARTICLE XIII. AMENDMENTS

1301. Amendment - Municipal Governing Body Approval.

The Commission, with the approval of the Municipal Governing Body, may from time to time amend any of these rules and regulations, in accordance with law.

Approved by the Civil Service Commission of the Township of Upper Dublin, Montgomery County, Pennsylvania on the 30th day of November, 1998.

By:

Herbert C. Craft
Herbert C. Craft, Chairperson

By:

Steven Stone
Steven Stone, Vice-Chairperson

By:

Kenneth J. Cooper, Secretary

Approved by the Commissioners of the Township of Upper Dublin, Montgomery County, Pennsylvania on the 12 day of JANUARY, 19989.

By:

[Signature]

RESOLUTION NO. 1690

**RESOLUTION TO ADOPT THE UPPER DUBLIN
TOWNSHIP NON-UNIFORMED EMPLOYEES PENSION PLAN**

WHEREAS, the Township of Upper Dublin established the Township of Upper Dublin Non-Uniformed Employees Pension Plan ("Pension Plan") effective May 1, 1968; and

WHEREAS, the Pension Plan has been amended from time to time, and was most recently amended and restated effective as of January 1, 1985; and

WHEREAS, subsequent amendments have been made to the Pension Plan pursuant to Township Resolution No. 1449 regarding normal retirement age, Township Resolution No. 1448 regarding the vesting schedule, Township Resolution No. 1370 regarding normal retirement age and normal retirement benefits, and Township Resolution No. 1290 regarding the Prudential prototype plan; and

WHEREAS, the Township previously executed Ordinance No. 939, which amends Chapter 35, Article II of the Upper Dublin Township Code, to continue the Pension Plan and establish procedures for administering the terms of the Pension Plan; and

WHEREAS, pursuant to Ordinance 939, the Township desires to again amend and restate the Pension Plan as a non-prototype plan, to reflect benefit changes and certain changes in applicable law.

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

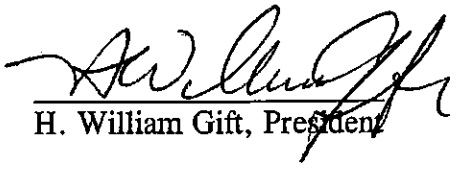
- (1) To adopt the Township of Upper Dublin Non-Uniformed Employees Pension Plan, as amended and restated.
- (2) That the Township of Upper Dublin Non-Uniformed Employees Pension Plan, as amended and restated, shall be effective as of February 1, 1999.

- (3) That as of the date of this Resolution, said Township of Upper Dublin Non-Uniformed Employees Pension Plan shall be set forth in the Appendix of the Code of the Township of Upper Dublin, marked as Chapter A262, and titled "Non-Uniformed Employees Pension Plan".


RESOLVED, this 9th day of FEBRUARY, 1999.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY:


H. William Gift, President

ATTEST:


Paul A. Leonard, Secretary

g:\ud\ord\resolution\nonuniform pension plan

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE AND EFFECTUATE
THE TRANSFER OF THE TWINING VALLEY
MUNICIPAL GOLF COURSE LIQUOR LICENSE
TO LINKS MANAGEMENT INCORPORATED
RESOLUTION NO. 1691**

WHEREAS, the Township of Upper Dublin (“Township”) has been advised by the Pennsylvania Liquor Control Board (the “PLCB”) that Municipal Golf Course Liquor License No. GR-4 (the “License”) must be transferred to and held by the company that operates the facility; and

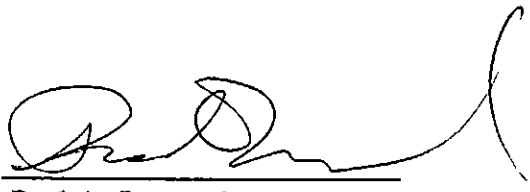
WHEREAS, Links Management Incorporated (“Links”), which has operated the golf course facility since 1982, is desirous and has agreed to accept the transfer of the License, to make all filings necessary with the PLCB to accomplish the transfer, to operate the facility in accordance with all applicable rules and regulations, and to return the License to the Township in the event Links ceases to be operator of the golf course facility.

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


1. That the Municipal Golf Course Liquor License GS-4 shall be transferred to Links Management Corporation in consideration of Links Management Incorporated undertaking to operate under said liquor license in accordance with all rules and regulations of the Pennsylvania Liquor Control Board so long as such corporation remains as operator and manager of the Twining Valley Golf Course.

2. That the Township Manager or his designee be and is hereby delegated with the authority to take all necessary action to effectuate the transfer of Municipal Golf Course Liquor License GR-4 in accordance with the foregoing Resolution, including, but not limited to, execution and delivery of all documents required by the PLCB to transfer such liquor license.

RESOLVED, this 9th day of February, 1999 at a public meeting of the Board of Commissioners.

Attest: 
Paul A. Leonard,
Township Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
H. William Gift, President

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UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1692

**RESOLUTION TO GRANT FINAL PLAN APPROVAL FOR
"GENTRY MANOR" SUBDIVISION**

WHEREAS, the Westrum Susquehanna Limited Partnership ("Developer") has submitted a plan identified as "Plan of Subdivision Gentry Manor", prepared by Urwiler & Walter, Inc., sheets 1 through 15, dated February 2, 1998, and last revised December 2, 1998 (the "Final Plan"), to the Board of Commissioners for final land development approval; and

WHEREAS, a preliminary plan was given conditional approval by the Township Board of Commissioners on November 10, 1998; and

WHEREAS, the Township Engineer has prepared a review letter dated February 18, 1999, outlining his review and recommendations regarding the Final Plan; and

WHEREAS, the Developer and the Township have engaged in additional discussion to clarify various conditions and requirements of Final Plan approval.

BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby resolves and conditionally approves the Final Plan dated February 2, 1998 with last revision date December 2, 1998, prepared for the Westrum Susquehanna Limited Partnership subject to the terms and conditions of the Township Engineer's letter dated February 18, 1999, including all of the required permits, reviews and approvals incorporated therein. A copy of said letter is attached hereto and made a part hereof.

Such approval is also subject to the terms and conditions outlined below which have been agreed to between the Developer and the Township. Should any of the terms and conditions outlined below conflict with those outlined in the Township Engineer's review letter dated February 18, 1999, the terms and conditions below shall govern:

1. All dwellings shall be sprinklered as per NFPA 13D as listed in Memo dated February 26, 1998, from the Township Fire Marshall;
2. The Township Solicitor shall prepare a Declaration of Covenants which shall be recorded, at Developer's expense, against each lot in the Gentry Manor subdivision. Such Covenant shall clearly outline for notice to all purchasers that Gentry Manor is intended to be a private development, and has been approved as such by the Board of Commissioners; that the

Township has no responsibility for the construction, condition, maintenance, or upkeep of the infrastructure and improvements therein including, but not limited to, the right-of-way, paving, sanitary sewer facilities, stormwater facilities, lighting and open space areas;

3. All utility trenches in the roadway shall be filled to the reasonable satisfaction of the Township Engineer who shall be provided by Developer with appropriate compaction tests as required by the Township Engineer;
4. Only one fire hydrant is required to be constructed on the site near the cul-de-sac at a location to be specifically designated and approved by the Township Fire Marshall;
5. Construction of a low flow channel in the proposed stormwater management facility is not required, but the overall stormwater management plan for the development must be constructed in accordance with all Township Codes, ordinances and regulations, and ultimately to the reasonable satisfaction of the Township Engineer;
6. Developer will provide a fence surrounding the proposed detention basin which shall be at least four feet high. Should Developer choose to erect a split rail fence, Developer will also affix wire meshing to the fence. Maintenance of the fence shall be the responsibility of the Homeowners Association, and such responsibility shall be specifically set forth in the Homeowners Association documents, which are subject to review by the Township Solicitor;
7. Developer shall not be required to provide pavement striping at the concrete island to direct traffic to the right; but rather shall provide appropriate signage which meets any PennDot requirements therefor;
8. In lieu of traditional street lights, Developer shall provide individual house/lot post lamps which shall be on a photocell, and not tied to a breaker or controlled by a switch that could be turned on and off within each dwelling. Further, Developer shall provide the Township Engineer with detail on the foot lumens in the right-of-way to enable the Township Engineer to determine whether the intensity of the foot lumens is satisfactory;
9. Developer shall not be required to provide a roof drain collection system for each house unless, prior to or during final inspection, the Township Engineer determines that there is an erosion or stormwater problem in this regard. Further, the Declaration of Covenants will notice all homeowners

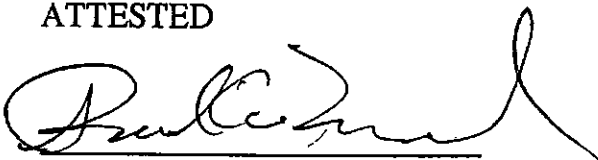
that issues related to erosion and stormwater are not the liability or responsibility of the Township as this is a private development;

10. Developer shall not be required to construct manhole A-6 as shown on the Final Plan; rather Developer shall provide an easement satisfactory to the Township Sewer Engineer to permit the Township or its agents, to construct a manhole at such approximate location at any time in the future if determined by the Township to be necessary for any reason;
11. The fence shown on the Final Plan along Susquehanna Road shall be removed;
12. Developer shall enter into a Developer's and Escrow Agreement with the Township to be prepared by the Township Solicitor;
13. The Declaration of Covenants referred to above shall be recorded against each lot prior to the transfer of any such lot to a private homeowner;
14. Developer shall provide a draft Homeowners Agreement to the Township Solicitor for review and approval which Agreement shall also outline the facts that this subdivision is approved as a private subdivision; is not intended for public dedication; and the responsibility for maintenance and repairs of all improvements including but not limited to rights-of-way, paving, sanitary sewer facilities, stormwater facilities, lighting and open space areas are the responsibility of the homeowners;
15. Developer shall comply in all respects with all applicable Township Codes, ordinances and regulations, as well as any applicable County, State or Federal regulations.

RESOLVED, this *9th* day of *MARCH*, 1999, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

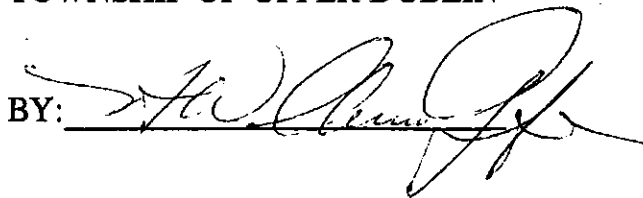
ATTESTED



Paul A. Leonard, Secretary

ud\ord\resolutin\menges-gentry final approval resolution

BY:



RESOLUTION NO. 1673

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the 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. The Agreement is a "Project Letter Agreement" authorizing the raising of Township sanitary sewer manholes as part of the PennDOT Route 309 Off-Route Project, Section 1FF.

ADOPTED this 13 day of April 1999.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: [Signature]
President

Attest:

[Signature]
Secretary

*Original
Resolution
sent to
PennDOT*

ATTACHMENT B
96-99 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. 060600, in COMMONWEALTH's files dated October 2, 1996, 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/~~XXXXXXXXXXXX~~ 309 Expressway Off-Route, Section 1FF, in Montgomery County.

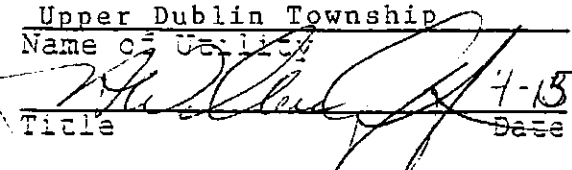
The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$ 1182.00. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with 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:


Title (SEAL) Date 4-15-99

Upper Dublin Township
Name of Utility


Title Date 4-15-99

ATTEST:

Signature Date
(SEAL)

BY: COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Signature Date

APPROVED AS TO FORM AND LEGALITY

BY: _____
Chief Counsel Date

ATTACHMENT B
96-99

RE: Route 309 Expressway Off-Route Improvements, Section 1FF
S.R.: 0152 (Limekiln Pike) sta. 201+95 to 205+00, and sta. 278+95
2018 (Bethlehem Pike) Sta. 300_63 to 304+50
County: Montgomery
Utility: Upper Dublin Township

EXHIBIT 1

PROJECT LETTER AGREEMENT
INCORPORATED WORK

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

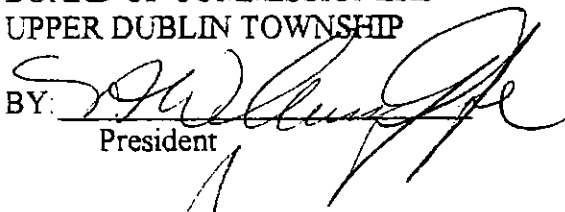
<u>Number of</u> <u>Castings</u>	<u>Bid Item</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Cost</u>
	9999-9950		
	9999-9951		
	9999-9952		
6	9999-9953	\$197.00	\$1182.00
	9999-9954		
	9999-9955		
	9999-9956		
	9999-9957		
	9999-9958		
	9999-9959		
	9999-9960		
	9999-9961		
	9999-9962		
	9999-9963		
	9999-9964		
	9999-9965		
	9999-9966		

RESOLUTION NO. 1694

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the 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. The Agreement is a "Project Letter Agreement" authorizing the raising of Township sanitary sewer manholes as part of the PennDOT Route 309 Off-Route Project, Section 2FF.

ADOPTED this 13 day of April 1999.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
President

Attest:


Secretary

ORIGINAL RESOLUTION

SENT TO

PENN. D.O.T.

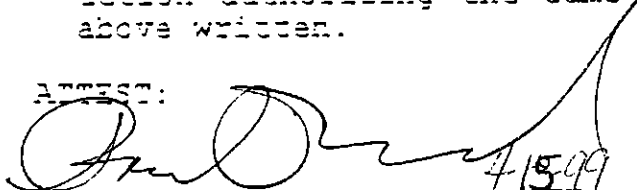
ATTACHMENT B
96-99 PROJECT LETTER AGREEMENT
Incorporated Work

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. 060600, in COMMONWEALTH's files dated October 2, 1996, 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. 309 Expressway Off-projection 288, in Montgomery County.

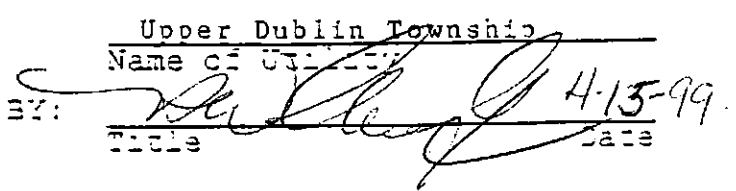
The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$ 591.00. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with 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, sealed 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:


 Title Date
 (SEAL) 4-15-99

Upper Dublin Township
 Name of Utility
 BY: 

 Title Date
 4-15-99

ATTEST:

 Signature Date
 (SEAL)

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF TRANSPORTATION
 BY: _____
 Signature Date

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

ATTACHEMENT B
96-99

RE: Route 309 Expressway Off-Route Improvements, Section 2FF
S.R.: 2017 (Susquehanna Rd.) Sta. 211+50 to 214+30, and Sta 108+90

County: Montgomery

Utility: Upper Dublin Township

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>
	9999-9950		
	9999-9951		
	9999-9952		
2	9999-9953	\$197.00	\$591.00
	9999-9954		
	9999-9955		
	9999-9956		
	9999-9957		
	9999-9958		
	9999-9959		
	9999-9960		
	9999-9961		
	9999-9962		
	9999-9963		
	9999-9964		
	9999-9965		
	9999-9966		

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 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.

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 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 agree 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 debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use 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.

**COMMONWEALTH NONDISCRIMINATION CLAUSE
(ALL CONTRACTS)**

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

1. Contractor shall not discriminate against any employee, 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 employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, 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 employees, 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, handicap, 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 program 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 of the contracting agency 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.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
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.

Exhibit D

Americans With Disabilities Act

- (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.

HIGHWAY SAFETY EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made this 13th day of April, 1999, between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation ("Department"); and the Township of Upper Dublin, Montgomery County, a duly incorporated municipal organization of the Commonwealth of Pennsylvania ("Grantee").

WITNESSETH:

WHEREAS, in the General Fund operating budget approved by the Pennsylvania General Assembly and the Governor for Fiscal Year 1998-99 for the Commonwealth, \$2,500,000 has been made available to the Department to make grants to municipalities ("Grants") for the purchase of equipment designed to assist law enforcement officers in enforcing the laws against driving under the influence of alcohol; and,

WHEREAS, the Department has selected the Grantee to receive a share of the funding from the \$2,500,000 funding pool; and,

WHEREAS, the parties wish to outline the particular terms and conditions applicable to the Grant.

NOW, THEREFORE, the Parties agree, intending to be legally bound, to the following terms and conditions:

1. Incorporation by reference. The foregoing recitals are incorporated by reference as a material part of this Agreement.

2. Payment. The Department shall pay to the Grantee the costs of the equipment specified in Exhibit A ("Equipment") to be used for Grant purposes as specified in this Agreement. The Department will pay the amount, estimated to be \$2,800.00, in a lump sum upon execution of this Agreement.

3. Obligations of the Grantee. The Grantee, using the Grant funds and in accordance with the procedures specified in this Agreement, agrees to purchase Equipment as specified on the list attached to this Agreement as Exhibit A ("Purchase"). It is specifically understood that the Grantee may purchase additional Equipment by supplementing the Grant with its own monies or from other non-Department funds.

a. The Grantee shall make the Purchase from the vendor or vendors specified in a written notice from the Department, according to the terms specified in that letter.

b. Immediately upon receipt of the Department's Grant check, the Grantee agrees to deposit all Grant funds into a project account which shall be separated in the Grantee's accounting system from all other Grantee and Department funds. No funds from other sources may be commingled with the funds in the Grant account at any time.

c. Should the cost of the Equipment be less than the total estimated grant amount, the Department may direct the Grantee to use any remaining Grant funds for another specified purpose related to enforcement programs on driving under the influence of alcohol ("DUI"). The Department will consider written requests from the Grantee to use any remaining Grant funds for a legitimate DUI program purpose, except that in no event will the Department approve the use of Grant funds for device training. The Department will notify the Grantee in writing of its decision.

d. Should the cost of the equipment exceed the estimated Grant amount, the Department will provide to the Grantee a letter adjusting the Grant total to address the additional required funding.

e. The Grantee agrees that the Equipment purchased under this Agreement shall be used solely for legitimate law enforcement and training purposes.

f. The Grantee assumes all maintenance responsibility for the Equipment. The Department shall have no liability for any defect in or damage from the Equipment or its use or control. All liability for the Equipment shall be with the Grantee and the vendor(s) in accordance with the terms of the master procurement agreement(s) between the vendor(s) and the Department and terms of the purchase order(s) between the Grantee and the vendor(s).

g. All users of the Equipment shall be appropriately trained in the operation of the Equipment. For Type A evidentiary devices, such training shall comply with the requirements of the Department's regulations found in Title 67 Pa. Code Chapter 77 (including update requirements).

h. The Department shall have the right to inspect and audit the training and use of the Equipment by all Grantees without prior notice.

i. When all Grant purchases are complete, the Grantee shall file a report with the Department on the form to be provided by the Department upon approval of the terms of the purchase.

4. Procurement of Equipment. The Department shall arrange a group procurement of breath testing devices for all governmental organizations participating in the Grants. Upon completion of this procurement, the Department shall notify the Grantee in writing of the name(s) of the successful vendor(s) for each type of Equipment to be purchased by the Grantee. The letter shall specify all

terms needed by the Grantee to order Equipment, including pricing and other terms in the agreement between the Department and the vendor(s), including the timing of any order. A copy of the executed purchase agreements shall be available to the Grantee upon request. The Grantee shall purchase all Equipment within two years of the date of the Commonwealth's written notice to the Grantee to proceed with the procurement.

5. Termination provisions. This Agreement may be terminated at any time by mutual agreement of the parties, or for cause by the Department. If the Agreement is terminated for cause, the Department is entitled to demand immediate repayment of all funds remaining in the Grant account, plus repayment of any Grant funds not expended in accordance with the terms of this Agreement. The Grantee shall make the required payment within 30 days of the Department's written demand. The purchasing provisions of this Agreement shall automatically expire two years from the date of the Commonwealth's written notice to proceed.

6. Standard Provisions. The Grantee agrees to comply with the Commonwealth Contractor Integrity Provisions, Nondiscrimination Clause, and Provisions Concerning the Americans with Disabilities Act attached to this Agreement as Exhibits B, C, and D.

7. Contacts. All notices, demands, requests, and consents pursuant to any provision of this Agreement shall be in writing, addressed as follows:

To the Department:

Pennsylvania Department of Transportation
Bureau of Highway Safety and Traffic Engineering
Seventh Floor, Forum Place
P.O. Box 2047
Harrisburg, PA 17105-2047

To the Grantee:

Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, PA 19034
County: Montgomery

or to such other address as the Party to receive the communication may designate by written notice to the others. Unless otherwise specified in this Agreement, all notices shall be deemed to have been given on the date of receipt, except for notice by hand delivery, which shall be deemed to have been given immediately.

8. Disputes. The Grantee agrees to be bound by the provisions of the Administrative Agency procedure as specified in Title 1 Pennsylvania Code, Chapters 31, 33, and 35 in any dispute arising out of this Agreement. Any claim shall be filed with the Administrative Docket Clerk, Ninth Floor, Forum Place, 555 Walnut Street, Harrisburg PA 17101-1900.

9. Hold harmless. The Grantee shall indemnify, save harmless, and defend (if requested) the Commonwealth of Pennsylvania, the Department, and 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 sustained by any person, persons, or property related to any act or omission of the Grantee, its officers, agents, and employees arising out of this Agreement.

10. Offset. The Grantee agrees that the Department may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Department and not being contested on appeal against any payments due the Grantee under this or any other contract with the Department.

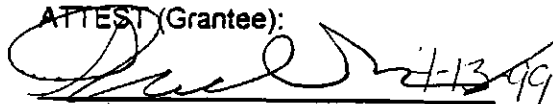
11. Headings. The paragraph headings used in this Agreement are for convenience only and shall have no meaning or effect on the construction of the terms of this Agreement.


* * * * *

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

By _____
Deputy Secretary DATE

ATTEST (Grantee):

Title: Secretary DATE 4-13-99

GRANTEE
By 
Title: President DATE 4-13-99

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

By _____
Chief Counsel-PaDOT DATE

By _____
Assistant Counsel-PaDOT DATE

Preapproved Form
OGC 18-K-2620
Approved OAG 3-10-99

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
ACTIVITY PROGRAM _____
SYMBOL _____
AMOUNT _____

By _____
Comptroller DATE

This Agreement is 100% state funds awarded by the DUI Equipment Grants Program, State Program Number 461. This clause applies only to grant funds and not to any local match which may be provided.

BUDGET

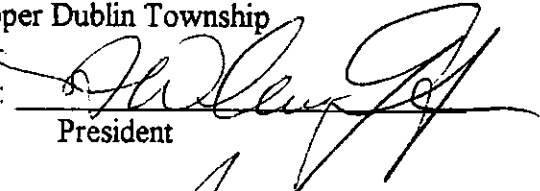
Device	Quantity	Cost
Hand Held Type A Evidentiary Breath Test Device	1	N/A
Wet Bath Breath Alcohol Simulator	1	N/A
	Total Cost	\$2,800


RESOLUTION NO. 1626

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by the authority of the same, that this Agreement is an authorization to apply Seal Coat in accordance with the specifications provided by the Consortium (Whitpain Township) contract in the application of this material to Township streets.

ADOPTED this 13 day of APRIL, 1999

Board of Commissioners
Upper Dublin Township

By: 
President

Attest: 
Secretary

RESOLUTION NO. 1697

A resolution by the Upper Dublin Township Board of Commissioners authorizing the filing of a Community Development Block Grant, including all understanding and assurances contained therein, and directing and authorizing Township staff to act in connection with the application and to provide such additional information as may be required.

WHEREAS, Upper Dublin Township desires to submit an application to the Montgomery County Department of Housing for funding through the 1999 Community Development Block Grant Program for renovations at the Upper Dublin Community Pool located in North Hills, PA; and,

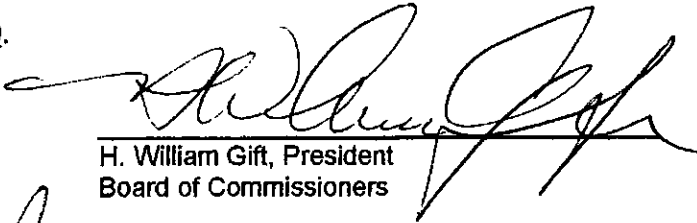
WHEREAS, the County requires that certain understandings and assurances have been agreed to by the elected officials of Upper Dublin Township in any of the following areas that apply to the current application (see attached for further explanation):

- Access to Information
- Conflict of Interest
- Nondiscrimination
- Equal Opportunity
- Fair Housing
- Uniform Relocation Assistant
- Hatch Act
- Labor Standards
- Environmental Clearance
- Release of Funds
- Environmental Standards
- Historic Preservation
- Lead-Based Paints
- Financial Requirements
- Procurement
- Other Program Requirements
- Lobbying
- Drug-Free Workplace

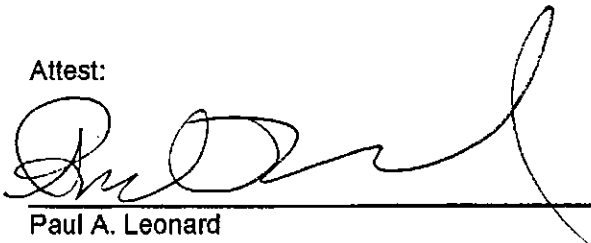
NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners accepts the conditions set forth by the Montgomery County Department of Housing relative to the 1999 Community Development Block Grant Program; and,

IT IS FURTHER RESOLVED by the Upper Dublin Township Board of Commissioners that Paul A. Leonard, Township Manager and Susan B. Lohoefer, Director of Parks & Recreation are authorized as the official representatives of the application to act in connection with the application and to provide such additional information as may be required.

Signed this 13th day of April, A.D. 1999.


H. William Gift, President
Board of Commissioners

Attest:


Paul A. Leonard
Township Manager/Secretary

RESOLUTION NO. 1698

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, by virtue of Resolution No. 1519 adopted February 8, 1994, the Township of Upper Dublin declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993, 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 Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

PARKS AND RECREATION:

Archived Administrative and program records: 20 cubic feet

REAL ESTATE:

Tax records prior to 1988: 15 cubic feet

FINANCE:

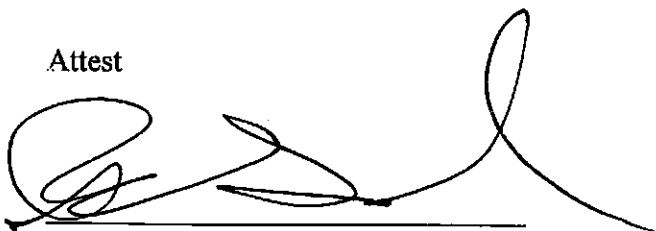
Invoices, purchase orders, cash receipts, check registers prior to 1992: 25 cubic feet

UTILITY BILLING:

Daily cash records, distribution summaries, yearly summary records prior to 1995: 15 cubic feet

Signed this 13th DAY of JULY A.D. 1999

Attest



Paul A. Leonard
Secretary

Township of Upper Dublin
Board of Commissioners



H. William Gift
President

MUNICIPAL/AUTHORITY RESOLUTION NO: 1699

BE IT RESOLVED by authority of the Board of Commissioners
(Borough Council, Board of Supervisors, etc.)

of the Township of Upper DuBlin, Montgomery
(Name of Municipality) (Name of County)

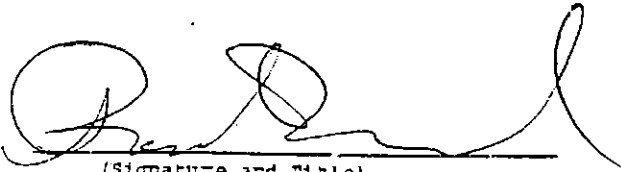
County, and it is hereby resolved by authority of the same, that
the President of Board of Commissioners of said Municipality/
(Chairman or Designated Title)

Authority be authorized and directed to sign the attached
Agreement on its behalf and the Secretary
(Sec. or Designated Title)

be authorized and directed to attest the same.

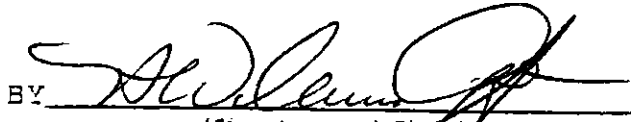
ATTEST:

Township of Upper DuBlin
(Name of Municipality)



(Signature and Title)

Paul A. Leonard, Secretary

BY 

(Signature and Title)

H. William Gift, President

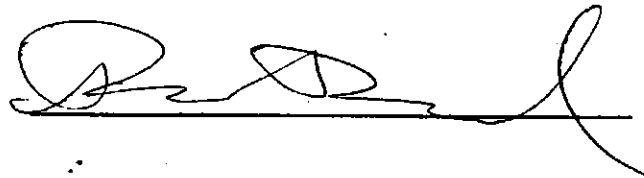
I, PAUL A. LEONARD of the

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
held the 10th day of AUGUST 1999.

DATE: 8/10/99



(SEAL)

**MASTER AGREEMENT FOR ADJUSTMENT OF
INCORPORATED UTILITY FACILITIES**

1999-2002

THIS AGREEMENT, numbered 060805 in COMMONWEALTH files, made and entered into this _____ day of _____, _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

A N D

Upper Dublin Township, a Legal Entity qualified to do business in the COMMONWEALTH of Pennsylvania, with its principal place of business located at 801 Loch Alsh Avenue, Fort Washington, PA, 19034, acting through its proper officials hereinafter called UTILITY.

W I T N E S S E T H

WHEREAS, the COMMONWEALTH proposes to improve, construct and/or reconstruct Section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware and Montgomery located within Engineering District Number 6-0, Pennsylvania, pursuant to plans and specifications prepared or approved therefore by and on file with the Pennsylvania Department of Transportation; and,

WHEREAS, in the course of COMMONWEALTH's project, certain of UTILITY's castings may require adjustment and/or replacement; and,

WHEREAS, UTILITY may request COMMONWEALTH to include within said improvement and/or construction project the adjustment of certain of its castings by the execution of a Project Letter Agreement for each individual project, a copy of which is attached hereto as Attachment "B"; and,

WHEREAS, at the COMMONWEALTH's option, the COMMONWEALTH is willing to include in such improvement and/or construction project, the requested casting adjustments, subject to reimbursement by the UTILITY; and,

WHEREAS, such adjustment(s) shall be made in accordance with and subject to the provisions of 67 PA Code, Chapter 459, Pennsylvania Department of Transportation Regulations Governing Occupancy of Highways by Utilities.

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.

For adjustments of 0 inch to 3 inches.

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

Adjustments greater than 3 inches.

9999-9950 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type A - Concrete Base

Amount \$305.00 each (Contract Item No. 9999-9950)

9999-9951 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base

Amount \$ 289.00 each (Contract Item No. 9999-9951)

9999-9952 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type A - Concrete Base

Amount \$398.00 each (Contract Item No. 9999-9952)

9999-9953 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base

Amount \$363.00 each (Contract Item No. 9999-9953)

- 9999-9954 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type A - Concrete Base
Amount \$581.00 each (Contract Item No. 9999-9954)
- 9999-9955 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base
Amount \$ 551.00 each (Contract Item No. 9999-9955)
- 9999-9956 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type B - Concrete Base
Amount \$412.00 each (Contract Item No. 9999-9956)
- 9999-9957 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$382.00 each (Contract Item No. 9999-9957)
- 9999-9958 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type B - Concrete Base
Amount \$507.00 each (Contract Item No. 9999-9958)
- 9999-9959 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$460.00 each (Contract Item No. 9999-9959)
- 9999-9960 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type B - Concrete Base
Amount \$808.00 each (Contract Item No. 9999-9960)
- 9999-9961 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$746.00 each (Contract Item No. 9999-9961)
- 9999-9962 Utility Manhole Neck Rebuilding
Amount \$ 209.00 V.F. (Contract Item No. 9999-9962)
- 9999-9963 0 to 15 inch diameter Casting Riser Adjustment - Type C
Amount \$ 119.00 each (Contract Item No. 9999-9963)

- 9999-9964 16 to 54 inch diameter Casting Riser Adjustment - Type C
Amount \$282.00 each (Contract Item No. 9999-9964)
- 9999-9965 0 to 15 inch diameter Casting Riser Adjustment - Type D
Amount \$ 152.00 each (Contract Item No. 9999-9965)
- 9999-9966 16 to 54 inch diameter Casting Riser Adjustment - Type D
Amount \$349.00 each (Contract Item No. 9999-9966)

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 of 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.

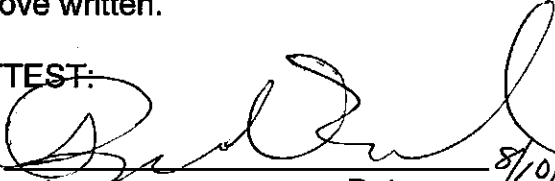
12. In the event COMMONWEALTH decides not to construct the project or decides to delay the construction beyond the contemplated construction season, upon notification in writing to UTILITY of such cancellation or delay, the Project Letter Agreement (Attachment B) shall become null and void and neither 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.

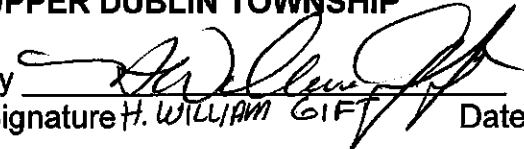
14. It is further agreed that casting adjustment costs set forth in Paragraph 4 shall take effect for projects let by the COMMONWEALTH from October 1, 1999, and shall continue through September 30, 2002. This agreement shall not exceed a three year term.

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:

by  8/10/99
Signature _____ Date
PAUL A. LEONARD
SECRETARY
Title

UPPER DUBLIN TOWNSHIP

by  8/10/99
Signature H. WILLIAM GIFT _____ Date
PRESIDENT
Title

If a Corporation, the President or Vice President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign.

If a Municipality or Authority a resolution for signature authority must be attached.

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Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
District Utility Manager Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____
Chief Counsel Date

by _____
Assistant Counsel Date

RECORDED No. _____
Certified Funds Available Under Activity
Program _____
Symbol _____
Amount \$ _____

by _____
Signature Date
Comptroller

Title

Preapproved form:
OGC No. 18-K-551
Appv'd OAG 8/23/93

**ATTACHMENT A
1999-2002**

ITEM 9999-9950	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
9999-9951	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base
9999-9952	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
9999-9953	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base
9999-9954	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
9999-9955	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - 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 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.

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.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, 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.

ATTACHMENT A (cont'd)
1999-2002

ITEM 9999-9956	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
9999-9957	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base
9999-9958	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
9999-9959	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base
9999-9960	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
9999-9961	37 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.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 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.

ATTACHMENT A (cont'd)
1999-2002

ITEM 9999-9962 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.

- ITEM 9999-9963 0 to 15 inch diameter Utility Casting
Adjustment for Resurfacing - Type C
- 9999-9964 16 to 54 inch diameter Utility Casting
Adjustment for Resurfacing - Type C
-

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.

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 A (cont'd)
1999-2002

- ITEM 9999-9965 0 to 15 inch diameter Utility Casting
Adjustment for Resurfacing - Type D
- 9999-9966 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.

Purchase of Sewer and Water Castings

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.

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.

Only one (1) riser will be applied to each casting adjustment and will not be applied to existing risers.

Units with two-piece risers, vertical elevating bolts, or with more than one (1) turnbuckle will not be accepted.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, 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.

(Suburban)

Agreement No _____
Fed I D No _____

ATTACHMENT B
1999-2002 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.

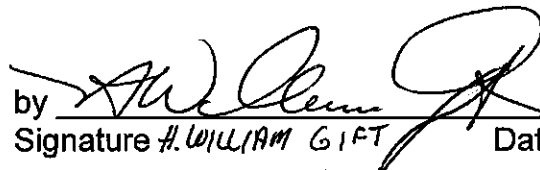
All terms and conditions of said Master Agreement not inconsistent herewith, shall remain in full force and effect.

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:

by _____
Signature PAUL A. LEONARD Date 8/10/99


Title SECRETARY

by 
Signature H. WILLIAM GIFT Date 8/10/99

Title PRESIDENT

If a Corporation, the President or Vice President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign.

If a Municipality or Authority a resolution for signature authority must be attached.

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**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
District Utility Manager Date

PRELIMINARILY APPROVED

by _____
Assistant Counsel Date

**APPROVED AS TO LEGALITY
AND FORM**

by _____
Chief Counsel Date

RECORDED No. _____
Certified Funds Available Under Activity
Program _____
Symbol _____
Amount \$ _____

Preapproved form:
OGC No. 18-K-551
Appv'd OAG 8/23/93

by _____
Signature _____ Date _____
Comptroller _____
Title _____

ATTACHMENT B
1999-2002

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 Castings</u>	<u>Bid Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
	9999-9950	305.00	
	9999-9951	289.00	
	9999-9952	398.00	
	9999-9953	363.00	
	9999-9954	581.00	
	9999-9955	551.00	
	9999-9956	412.00	
	9999-9957	382.00	
	9999-9958	507.00	
	9999-9959	460.00	
	9999-9960	808.00	
	9999-9961	746.00	
	9999-9962	209.00	
	9999-9963	119.00	
	9999-9964	282.00	
	9999-9965	152.00	
	9999-9966	349.00	